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# FACSIMILE

Our ref:  
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DATE: 16-4-95  
TO: Alan Smith.

TIME: 1200

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ATTENTION:

FROM: Paul Westwood

RE:

PLEASE ADDRESS ALL CORRESPONDENCE TO:

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*Confidentiality undertaking follows*



Schedule E

Confidentiality Undertaking

TO: The Administrator - Fast Track Arbitration Procedure  
Telecommunications Industry Ombudsman  
Ground Floor, 321 Exhibition Street  
Melbourne, VIC 3000

I, Paul Deason Westwood [print full name]  
of 7 Bingley Way (Lamborn HSE) [print address]  
2626

acknowledge that I may receive or become aware of confidential information relating to the "Fast Track" arbitration procedure (defined in clause 16 of the Fast Track Arbitration Procedure as the "Confidential Information") and therefore I hereby undertake and acknowledge to each of the Administrator, the Arbitrator, the Claimant and Telecom Australia (as defined in clauses 1 and 3 of the Fast Track Arbitration Procedure) at all times that:

1. I shall not divulge any Confidential Information to, or permit it (whether by act or omission) to come into the hands of or be or become available to, any person or persons other than in accordance with clause 2 hereof.
2. I shall not use any Confidential Information for any purpose other than as I am directed to use it by the Arbitrator, the Claimant, or Telecom Australia as the case may be, in the course of providing services to that party.
3. I shall take all reasonable steps as I may be advised to take by the Administrator and/or the Arbitrator, to cause and ensure that any Confidential Information is kept in the strictest confidence.
4. I shall return all documents containing Confidential Information which I receive, and all copies thereof, to the party who provided me with such documents, within 6 weeks of publication of the Arbitrator's award.
5. These undertakings shall have full force and effect and shall operate at all times hereafter notwithstanding that I may subsequently cease to provide services to the Arbitrator, the Claimant, or Telecom Australia as the case may be.

Dated Sixteenth day of April 1995

Signed by the person whose )  
name and address are inserted )  
above, in the presence of: )

[Signature]  
SIGNATURE

[Signature]  
Signature of Witness

Allen John HARRIS  
Full name of Witness