

Schedule 2: Confidentiality Agreement

L'Oreal Confidentiality Agreement

L'Oreal carries on business in the distribution, marketing and sale of cosmetics and associated products.

While you are working at Telnet acting on behalf of L'Oreal you may become aware of information and material relating to L'Oreal's business affairs and operations including financial data about L'Oreal and its performance, budgets, employees, rates of pay, current prospect lists, customer lists, allocated customer lists, price lists (including inter-company pricing), invoices, new and proposed products, sales and marketing plans, technical specifications (not disclosed in catalogues), other information marked confidential and other information which by its nature is commercially sensitive. This information is confidential to L'Oreal.

This confidential information is extremely valuable to L'Oreal and its unauthorised use or disclosure could cause serious injury to L'Oreal and its business. Accordingly, the proper use and protection of this confidential information is extremely important to L'Oreal.

Therefore, it is a condition of your employment by Telnet acting on behalf of L'Oreal that you agree to and abide by the following requirements:

You must take all precautions to preserve the secrecy and confidentiality of L'Oreal's confidential information.

You must not, except with the prior written consent of L'Oreal:

- a) disclose the confidential information in any manner to any person;
- b) use or permit to be used the confidential information for any purpose;
- c) copy, exhibit, communicate or otherwise make use of materials containing, relating to or concerning the confidential information; or
- d) take confidential information from Telnet or L'Oreal's premises; except solely for the proper performance of your duties.

If any L'Oreal data, including confidential information, is taken from Telnet or L'Oreal's premises by diskette, portable computer or electronic transmission during the performance of your duties, it must at all times be password protected.

For purposes of this schedule, "materials" includes documents, papers, books, computer tapes, drives and diskettes and any other means of storage (whether visible or not) from which the whole or any part of the confidential information can be reproduced.

The obligations under paragraphs 1 and 2 above continue throughout your employment with Telnet acting on behalf of L'Oreal and at all times thereafter except for any information which:

- a) becomes readily available to the public other than as a result of a breach by you of these obligations; or
- b) you obtain independently of your work at Telnet acting on behalf of L'Oreal.

When your work at Telnet acting on behalf of L'Oreal comes to an end for any reason whatsoever or Telnet or L'Oreal at any time otherwise requires you must:

- a) return to it all originals and copies of materials containing in whole or in part confidential information which are in your possession, custody or under your control; and
- b) delete any copies of L'Oreal data, including confidential information, from any computer materials which remain lawfully in your possession.

Print Name:

Date:

Signature of Technical Advisor