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## Confidentiality

### 1. Scope

This Policy applies to all suppliers doing business with BT or acting on our behalf receiving BT Wholesale Information and/or Openreach Information (as defined below).

### 2. Additional Provisions

- 2.1. In addition to the confidentiality provisions set out in any agreement with BT ("**Agreement**") the provisions of this Policy will apply.
- 2.2. Except with BT's prior written consent, the supplier will not disclose:
  - 2.2.1. Openreach Information to any BT employee, agent or contractor unless the supplier knows that such BT employee, agent or contractor is employed within or by the BT CFU known as "Openreach"; or
  - 2.2.2. BT Wholesale Information to any BT employee, agent or contractor unless the supplier knows that such BT employee, agent or contractor is employed within or by the BT CFU known as "Wholesale & Ventures".
- 2.3. If the supplier is or is suspected of being in breach of paragraph 2.2, the supplier shall immediately inform BT.
- 2.4. For the avoidance of doubt, any breach of this Policy by the supplier shall be deemed to be a material breach of the Agreement.

### 3. Definitions

- 3.1. In this Policy the following definitions will apply:
  - 3.1.1. "**BT Wholesale Information**" means any and all information whether in tangible or any other form which BT from time to time identifies to the supplier as being commercially confidential, or is by its nature commercially confidential, to the BT CFU known as "Wholesale & Ventures";
  - 3.1.2. "**CFU**" means customer facing unit; and
  - 3.1.3. "**Openreach Information**" means any and all information whether in tangible or any other form which BT from time to time identifies to the supplier as being commercially confidential, or is by its nature commercially confidential, to the BT CFU known as "Openreach".