

Confidentiality Policy

In the course of performing normal duties for the company it is likely that all employees will, at some time, have access to confidential information. Depending on the nature of the employee's role this may be more or less frequent, but it is important that all employees understand their obligations in relation to confidential information.

The purpose of this policy is to enable our employees to:

- recognise what information is confidential;
- understand their obligations in relation to protection of confidentiality; and
- understand the serious consequences of a failure to observe confidentiality obligations.

"Confidential Information" means any or all information relating to the Company, whether in existence or whether it comes into existence during an employee's employment:

- Provided by the Company to the employee;
- Emanating from, belonging to or at any time acquired by the Company or its business;
- Produced by the employee or arising from the performance of the employee's duties; or
- Obtained whilst an employee is engaged to perform work on the site of a client (information pertaining to that client or its employees).

Confidential Information includes, but is not limited to trade secrets, financial information (including, but not limited to, financial reports, balance sheets, profit and loss statements, cash flow statements, details of bank accounts, books of account, bank statements, sales, margins, budgets, targets, credit reports and salary details), business plans and management reports, commercially sensitive information or other business intelligence, procedure manuals, contracts, recipes, employment agreement details, product sources, new developments and product enhancements, client information and customer lists, lists of suppliers and contractors and any other information or data which comes into your knowledge during the

course of your employment that you are told is confidential, or that a reasonable person would expect from its nature to be confidential.

Employees agree that they will not, at any time either during the continuance of their employment or after the termination of their employment for any reason, divulge any:

- a) Confidential Information;
- b) Information or trade secrets concerning the business;
- c) The position of the company on any confidential matter;
- d) Dealings, transactions or affairs;
- e) Trade secret or information relating to any other person, body or organisation which has been provided to or which is held by the business on a confidential basis;
- f) Intellectual Property; and
- g) Other information which, if published, may be detrimental to the interests of the business;

Except in the proper performance of the employee's duties in the course of their employment, as permitted in writing by company, as required by law or in respect of information which is, or which becomes, freely available to the public.

Breach of Confidentiality

The Company views a breach of confidentiality extremely seriously.

Employees who breach obligations of confidentiality seriously undermine the trust we develop with our employees.

In some cases, a breach of confidentiality will constitute grounds for immediate termination of employment. At the company's discretion other less serious disciplinary action may be taken.

It is also possible that our interests may be so seriously damaged by the disclosure of confidential information that legal action against an employee

is justified.

The remedies which the company might be able to obtain from a Court in case of a breach of confidentiality include orders to pay monetary damages or injunctions, which are orders to prevent further disclosure of the information or to prevent an employee taking advantage of an unlawful disclosure.



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