

CONFIDENTIALITY POLICY

1 PURPOSE

The purpose of this policy is to enable Sentric Pty Ltd 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.

2 APPLICATION

This Policy applies to all employees of Sentric Pty Ltd.

The Policy is not intended to override the terms of any award, enterprise agreement or contract that applies to an employee.

3 POLICY

What is Confidential Information?

Confidential information is valuable information which belongs to an employer, even where an employee has played a significant role in consolidating the information outside of normal business hours but within the scope of the business.

Information need not be labelled as confidential and may include information that an employee would reasonably expect to be regarded as confidential, regardless of the form and medium of that information.

Confidential Information includes:

- Particular types of information which are sensitive for Sentric Pty Ltd, its related entities, or its customers and clients. Information may be sensitive for commercial reasons or for any reason relating to the operation of the business. Examples of these types of information include:
 - business and operation plans, programs and strategies;
 - research and development operations;
 - inventions, copyrights, processes, ideas, developments, technology, programs, designs, specifications and formula, product development and related information;
 - current, proposed or future business methods and services;
 - member, customer and client customer service usages and requirements, prospects and objectives;
 - trading relationships with vendors;
 - financial details, pricing structures, financial information, financial plans, financial data, financial condition and results of operations;
 - distribution, sales, services, support and marketing practices, operations and plans;
 - details or records of member and customers and potential customers, customer lists, contact persons and customer telephone numbers and electronic contact details;

- details of advice or information given to Sentric Pty Ltd customers or clients; or
- details of staff and contractors.

This definition is not intended to limit the kinds of information which are considered Confidential Information. If you are unsure about whether particular information is confidential, please seek clarification from your manager.

Employee's obligations in relation to confidential information

All employees are under a legal duty to preserve the confidentiality of information which belongs to his or her employer. These legal duties are contained in your contract of employment and are also imposed by the operation of the law.

Furthermore, Confidential Information belonging to Sentric Pty Ltd will generally be subject to protection as copyright material. Employees may also have obligations under the *Corporations Act 2001* (Cth) and privacy legislation not to disclose Confidential Information to any third party including any company or individual who is not a Sentric Pty Ltd employee authorised to view the Confidential Information. Each employee must ensure that Confidential Information is kept securely and that care is exercised when emailing or electronically storing information.

All employees are to only use and disclose Sentric Pty Ltd's Confidential Information so far as it is necessary for the proper performance of their duties and to do everything reasonable to ensure that Sentric Pty Ltd's Confidential Information is not disclosed in an unauthorised way to any third party or used to obtain a personal benefit (see also Sentric Pty Ltd Conflict of Interest Policy).

Employees should avoid making unnecessary copies of information and at the conclusion of an employee's employment; any copies of Confidential Information in any form must be returned or destroyed. Where an employee is unsure about how to handle Confidential Information, clarification must be sought from a Manager.

When can Confidential Information be disclosed?

An employee's obligation to preserve the confidentiality of the information may cease to apply in certain circumstances, including:

- the information comes into the public domain other than by reason of unauthorised disclosure;
- the information was in the possession of the employee from a source other than Sentric Pty Ltd, its respective related corporations or any of the directors, shareholders, officers, employees or agents of Sentric Pty Ltd or its related corporations;
- after the employee receives the information, it becomes available in the public domain by reason of a media report (except where that availability is a consequence of a breach of an employee's obligations or those of a fellow employee);
- the information is required to be disclosed by reason of any lawful requirements of any government, administrative body, authority or department; or
- the information is required to be disclosed to any Court in the event of legal action.
- Information falling within one of these categories does not necessarily cease to be Confidential Information, and employees should always ensure that, where they are unsure, disclosure is authorized by their manager.

What happens if an employee breaches their obligations of confidentiality?

Sentric Pty Ltd views a breach of confidentiality extremely seriously. Employees who breach obligations of confidentiality seriously undermine the trust that Sentric Pty Ltd can have that he or she will perform their duties properly and in Sentric Pty Ltd's best interests.

In many cases, a breach of confidentiality will constitute grounds for immediate termination of employment. At Sentric Pty Ltd's discretion other less serious disciplinary action may be taken.

It is also possible that Sentric Pty Ltd's interests may be so seriously damaged by the disclosure of confidential information that legal action against an employee is justified. The remedies which Sentric Pty Ltd 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.

Please note that confidentiality obligations continue post the period of employment with Sentric Pty Ltd as outlined in the employee's contract of employment.

4 POLICY REVIEW

Sentric Pty Ltd may make changes to this policy from time to time to improve the effectiveness of its operation.

Staff Member

Signed: _____

Name: _____

Date: _____

Witness

Signed: _____

Name: _____

Date: _____