

CONFIDENTIALITY POLICY

It is a condition of your employment that you agree to keep all Confidential Information confidential. Without limiting the above, you agree not to use, disclose or make public any Confidential Information without the prior written approval of the Company.

Confidential Information means any trade secrets or confidential information relating to, or belonging to, the Company, or any Related Body Corporate of the Company (where "Related Body Corporate" has the meaning given in s 50 of the *Corporations Act 2001* (Cth)), including any such information relating to:

- (a) customers or clients;
- (b) customer lists or requirements;
- (c) suppliers;
- (d) terms of trade;
- (e) pricing lists or pricing structures;
- (f) marketing information and plans;
- (g) Intellectual Property;
- (h) Inventions
- (i) business plans or dealings;
- (j) technical data;
- (k) employees or officers;
- (l) financial information;
- (m) plans, designs, product lines;
- (n) any document identified as being confidential by the Company;
- (o) research activities; and
- (p) software and the source code of any such software.

Confidential Information does not include information that:

- (a) is generally available in the public domain; or
- (b) was known by you prior to the disclosure by the Company, its employees, representatives or associates.

Intellectual Property means all intellectual proprietary rights, whether registered or unregistered, and whether existing under statute, at common law, or in equity throughout the world including:

- (a) all trademarks, trade names, logos, symbols, brand names or similar rights, registered or unregistered designs, patents, copyright, circuit layout rights, trade secrets and the right to have confidential information kept confidential; and
- (b) any application, or right to apply, for any rights referred to in the point above.

Inventions means any invention, discovery, idea, development, process, plan, design, formula, specification, program or other matter or work whatsoever, including any and all improvements made to any matter or work.

As an employee of the Company, you acknowledge and agree that the Confidential Information is, and remains at all times, the exclusive property of the Company and that you shall at no time have, and must not assert, any proprietary or intellectual interest or right in the Confidential Information.

A breach of these obligations of confidentiality by any employee of the Company shall be regarded by the Company as serious misconduct and the Company reserves the right, if you commit such breach, to commence disciplinary action or terminate your employment without notice.

If you have any questions, please contact Abhilash Bagaria- General Manager.