

CONFIDENTIALITY AGREEMENT

Policy

Fernwood Women's Health Clubs is the owner or authorised user of the Confidential Information as defined in this Deed. Regarded as valuable, such confidential information is required to be protected.

All those associated with Fernwood Womens Health Clubs will acknowledge that confidential information must be protected and not disclosed to anyone unless authorised by the terms of this policy.

Interpretation

In this policy unless the context otherwise requires:

- a) Reference to a person includes any other entity recognised by law and vice versa; and
- b) Words importing the singular number include the plural number and vice versa

Definitions

In this policy unless expressly provided otherwise:

"Confidential Information" includes all information regarding the business affairs of Fernwood Women's Health Clubs and its subsidiaries, associates and any related body corporates, including without limitation to:

- a) All information relating to suppliers of Fernwood Women's Health Clubs
- b) Business plans, research, development and survey information
- c) All other training manuals and policy manuals
- d) Planning and marketing strategies, procedures, techniques and information
- e) Financial information
- f) Customer lists, personnel files and associated information
- g) Any of the above information which relates to and is the property of a customer of Fernwood Women's Health Clubs.
- h) Any recommendation or reports of Fernwood Women's Health Clubs or any of its consultants or agents
- i) Any information which the Employee may be given or which may come to the Employee's knowledge during the course of his/her duties and which from its nature and content is or would reasonably be expected to be confidential;

And whether

- a) Oral, written, recorded or stored in a machine readable form; or
- b) Originated or obtained by or coming into the possession, custody, control or knowledge of Fernwood Women's Health Clubs or the Employee

"Related body corporate" and "associates" bear the same meaning as they bear for the purposes of the Corporations Law.

CONFIDENTIALITY AGREEMENT

Guidelines

1. Other than in the proper performance of duties and tasks, Confidential information must not be disclosed, communicated or made available in any way to any person and must not at any time for the person's own benefit or any other person, directly or indirectly, be taken advantage of, used or in any way exploited.
2. The provisions of this policy shall not apply to such Confidential Information that is or subsequently comes in to the public domain other than through the default of the employee.
3. All persons will take all reasonable steps to preserve the confidentiality of information and the employee agrees to indemnify and hold Fernwood Women's Health Clubs harmless against and from any and all claims, losses, damages and expenses (including legal expenses on a solicitor and own client basis) and other professional fees which Fernwood Women's Health Clubs may incur or sustain as a result of any unauthorised use or disclosure of the Confidential Information by the Employee.
4. Upon request or immediately upon ceasing to be employed by Fernwood Women's Health Clubs whichever occurs first, the employee shall deliver up all documents, papers, electronically stored information and other material, objects or things relating to or connected with the Confidential Information and all copies and duplicates of those items.
5. The employee undertakes to advise Fernwood Women's Health Clubs immediately he/she becomes aware of any unauthorised disclosure or risk of unauthorised disclosure by any party.
6. The obligations imposed upon the employee shall continue notwithstanding that the employee may cease to be employed by Fernwood Women's Health Clubs.

Acknowledgement

The Employee acknowledges that Confidential Information is of considerable commercial value to Fernwood Women's Health Clubs. Any disclosure of the Confidential Information in breach of this policy will cause Fernwood Women's Health Clubs damage that cannot adequately be compensated by award of damages. Fernwood Women's Health Clubs shall be entitled to an injunction to restrain the Employee from disclosure of the Confidential Information and this remedy shall be in addition to any award of damages that may be made in favour of Fernwood Women's Health Clubs.