

This confidentiality agreement is signed by employees.

This agreement also sets out in subsection 2 the means and procedures that need to be followed to ensure that across the organisation customers' privacy and confidentiality are protected and managed in a manner consistent with the Privacy Act 1988, the Privacy Act Amendment 2000 and the ten National Privacy Principles as set out by the Privacy Commissioner.

The signatory of this Agreement has the obligation to familiarise themselves with local policies and procedures relating to confidentiality.

1. Customer Privacy and Confidentiality

1.1 The employee must at all times ensure that each customer's privacy is respected.

1.2 Personal information collected includes only that information which is relevant and necessary to the customer's involvement with the service.

1.3 Interviews will be conducted in private and records remain confidential to Enhanced Lifestyles. Customers have the right to know what information is being kept about them and to read their file if they wish. All records are kept in a locked filing cabinet.

1.4 Written information is not released to another agency or person outside of Enhanced Lifestyles without written permission of the customer or their carer. An exception to this is in the case of a medical or other emergency where the customer's or other's health and safety is the primary consideration.

1.5 Customer privacy will be maintained in all situations involving personal assistance.

1.6 Any customer who believes that there has been a breach of their privacy has the right to raise this with the relevant Manager and Coordinator of the Service. The customer also has the right to lodge their complaint with the Privacy Commissioner.

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1.7 The Signatory of this Agreement agrees that he/she shall not at any time whether during the employment or thereafter, without the prior written consent of the customer, disclose to any person and shall use the employee's best endeavours to prevent the publication or disclosure of:

1.7.1 any information that would directly or indirectly identify the existence of a person as being the customer of Enhanced Lifestyles;

1.7.2 any dealings or records (electronic / written / video) in the possession of Enhanced Lifestyles other than are required by law. Such disclosure is to be documented and authorised as required by Enhanced Lifestyles and local policies.

2. Non-Disclosure

2.1 The employee acknowledges that, subject to this agreement, all confidential information, of which he/she is or may become aware, shall be used by the employee solely in connection with and for the purpose of his/her work with Enhanced Lifestyles.

2.2 Consequently, the employee agrees that he/she shall not at any time whether during work or thereafter, without the prior written consent of Enhanced Lifestyles, disclose to any person and shall use the employee's best endeavours to prevent the publication or disclosure of:

2.2.1 any trade secret or secret information (including customer information) learned by or disclosed to the employee during the employment;

2.2.2 any creative, developmental, integrative or system manufacturing process or system, including but not limited to computer programs and systems relating to the business or products of Enhanced Lifestyles or the industrial or intellectual property of the Enhanced Lifestyles.

2.2.3 any of the Enhanced Lifestyles dealings, transactions, finances or affairs.

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2.3 The employee must not disclose to any party information or material used by Enhanced Lifestyles in the preparation of submissions developed for State and/or Commonwealth submissions.

3. Access to confidential information

The employee should only attempt to access confidential information if access is a requirement of the proper performance of the employee's duties in accordance with his or her work with Enhanced Lifestyles and as required by law.

4. Scope of Confidentiality

4.1 Clause 1 and Clause 2 does not prohibit the employee from disclosing to any authorised person confidential information that must be disclosed for the proper performance of the employee 's duties in accordance with his or her work with Enhanced Lifestyles and as required by law.

4.2 Delegations for disclosure and response to subpoenas are delegated to specific Managers. Unless response is specifically designated, this must be done through a Manager who will contact the responsible Executive Officer.

5. Property of Enhanced Lifestyles

Any discovery, invention or secret process or improvement in procedure made or discovered by the employee in connection with his/her work shall be the property of Enhanced Lifestyles and at any time, the employee (at the expense of Enhanced

Lifestyles) shall apply or join in applying for letters patent or other protection in Australia or any other part of the world for any of the same and shall sign all instruments and do all things necessary for vesting the same and all right and title and interest in the same to Enhanced Lifestyles as a sole beneficial owner of the same.

6. Other Employment

Paid employees shall provide to the Manager for People and Culture, information regarding any paid employment other than with Enhanced Lifestyles.

7. No Interference by the Employee

The employee shall not at any time either during or for six (6) months after he/she ceases to be an employee of Enhanced Lifestyles either on the employee's own account or for any other person, firm, trust or corporation in any other way deal with, solicit or interfere with, or endeavour to entice away from Enhanced Lifestyles any person, firm, trust or corporation who at any time during his/her work has been a customer of Enhanced Lifestyles, or a licensee or licensor, a principal or agent, a partner, joint-venturer, contractor or sub-contractor of Enhanced Lifestyles.

8. Deliver up Property

8.1 The employee will deliver up to Enhanced Lifestyles all property owned by Enhanced Lifestyles of whatsoever nature and description upon demand at any time or on termination of his/her work.

8.2 'Property' includes keys, mobile phones, tablets, laptops, access codes, customer information, passwords, and other security, access, and employment related materials.

9. No Claims as to Connection with Enhanced Lifestyles

After the employee has ceased to work for Enhanced Lifestyles, he or she shall not hold him or herself out as representing or being connected in any way with Enhanced Lifestyles' business.

10. Miscellaneous Provisions

10.1 The parties shall each do and execute all such acts and documents as may be necessary to give effect to the provisions of this Agreement;

10.2 Each of the terms in this Agreement is severable;

10.3 The law governing this Agreement shall be the law of South Australia and the parties submit to the jurisdiction of the Courts of South Australia.

In summary:

- The employee must ensure customer privacy and confidentiality is maintained under any circumstance
- The employee must never disclose any confidential information to anyone (types of verbal behaviour/subjects that are unacceptable include gossiping, spreading rumours, indulging in excessive personal conversations).
- The employee will only have access to confidential information if absolutely required to perform their work
- The employee must always seek Executive advice if asked to disclose information
- Enhanced Lifestyles owns all intellectual property
- Employees must advise Enhanced Lifestyles of other jobs they have
- Employees must never try to negatively influence anyone involved with Enhanced Lifestyles
- All work related property is owned by Enhanced Lifestyles
- Employees who have left Enhanced Lifestyles cannot represent the interests of Enhanced Lifestyles



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I _____ have read and understood the provisions in the agreement and agree to abide by this confidentiality agreement between myself and Enhanced Lifestyles.

Employee: Signed (Employee) (Date)

Witness: Signed (Witness) (Date)

..... (Witness to print name)

..... (Title/Position of Witness)