

CONFIDENTIALITY DEED POLL**1. PURPOSE**

I acknowledge that WalkFree Pty Ltd, hereafter known as *Atelier Hair* and I have obligations under the law, including the *Privacy Act 1988 (Cth)*, *Corporations Act 2001 (Cth)*, when dealing with Confidential Information. I also acknowledge that Atelier Hair has internal policies that will govern how Confidential Information is handled. I undertake that I will act appropriately when dealing with Confidential Information.

2. DEFINITION

“Confidential Information” means information (whether or not it is described as confidential) that is confidential to Atelier Hair and/or its customers & clients. This includes, without limitation, all information (whether true or not) that is not in the public domain relating to the operations of Atelier Hair, business and financial information and any personal information regarding any and all information, including all personal details of any of Atelier Hair customers and clients. It also includes information concerning the terms and conditions of Atelier Hair’s staff members’ employment details (including salaries). It does not include information that is required to be disclosed by law, or that is rightfully in my possession prior to signing this Confidentiality Deed Poll (**Deed Poll**).

3. UNDERTAKINGS

I hereby give the following undertakings for the benefit of Atelier Hair:

- (1) take all steps necessary to maintain all Confidential Information in the strictest confidence and prevent accidental or unauthorised disclosure;
- (2) ensure that I properly and securely store Atelier Hair Confidential Information while in my possession or under my control to prevent loss, misuse or unauthorised access;
- (3) use Confidential Information solely for the purposes which directly relate to my position and for the reasons that the Confidential Information was collected;
- (4) not disclose, directly or indirectly, any Confidential Information to any person other than as specifically directed by Atelier Hair;
- (5) immediately report the matter to Atelier Hair if I become aware that Confidential Information has been disclosed to any person other than specifically directed by Atelier Hair; and
- (6) not discuss salaries or the terms and conditions of employment of staff members (unless it is a requirement of my role to do so) without Atelier Hair’s express permission.

Document Creation Date	Responsible Personnel	Review Date
Dec 2021	Mr Ken Freedman	Dec 2023

**WALKFREE PTY LTD (T/A ATELIER HAIR)
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4. BREACH

I acknowledge, in relation to the undertakings at Clause 3 of this Deed Poll, that:

- 1) the undertakings are reasonable and necessary for the protection of Atelier Hair’s legitimate business interests;
- 2) damages alone would be an insufficient remedy for any failure by me to comply with the undertakings;
- 3) Atelier Hair will be entitled to obtain injunctive relief restraining me from any breach of the undertakings; and
- 4) my failure to comply with these undertakings could result in:
 - i. in the case of employment, disciplinary action being taken against me, which may include the termination of my employment;
 - ii. such action as Atelier Hair determines to be appropriate in the circumstances, which may include the cancellation of a contract, labour hire engagement or volunteering arrangement.

EXECUTED as a deed poll

Signed sealed and delivered

by

in the presence of

Signature of witness

Print and Sign Full Name

Name of witness (print)

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