

Confidentiality Policy



Koala Corporation



Purpose

To ensure that confidentiality is maintained in relation to Koala Corporation and client information where necessary.

Policy

1. Definitions

- ◆ Disclosing Party means the Party which discloses Confidential Information to the Obtaining Party.
- ◆ Obtaining Party means the Party which receives Confidential Information from the Disclosing Party
- ◆ Personnel means any employee, officer, agent, contractor, subcontractor, or volunteer of a Party, and any employee, officer, agent, contractor, subcontractor, or volunteer of a contractor or subcontractor, but excludes the other Party and its Personnel.
- ◆ Confidential Information can be
 - ◆ information designated as confidential by a disclosing party;
 - ◆ information imparted in circumstances of confidence; or
 - ◆ information that Koala Corporation understands is confidential
- ◆ Commencement Date means that this Agreement will commence on a particular date

2. Managing confidential information

- ◆ Each Party acknowledges and agrees that it may be both an Obtaining Party and Disclosing Party, and that the terms of this Deed are binding upon it as an Obtaining Party and enforceable by it as a Disclosing Party.
- ◆ In consideration for the Disclosing Party providing the Confidential Information to the Obtaining Party, the Obtaining Party accepts and agrees to keep the Confidential Information confidential in accordance terms of this Agreement.
- ◆ The Obtaining Party must:
 - keep the Confidential Information confidential and preserve its confidential nature; and



- not use or disclose or permit the use or disclosure of Confidential Information for any purpose other than the Purpose.
- ◆ This Agreement does not prohibit the use or disclosure of Confidential Information:
 - required to be disclosed by the Obtaining Party by law or pursuant to the rules of any securities exchange;
 - by the Obtaining Party to its legal or other advisers, subject to the relevant adviser being subject to confidentiality obligations or a confidentiality undertaking in a form reasonably satisfactory to the Disclosing Party;
 - which is necessary for the Purpose, but only to the extent necessary for the Purpose;
 - to an auditor solely for the purposes of an audit; or
 - which the Disclosing Party has agreed in writing may be used or disclosed by the Obtaining Party, provided such use or disclosure is in accordance with the terms of that agreement.

3. The Obtaining Party must ensure:

- ◆ Its Personnel are made aware of the confidential nature of the Confidential Information and the terms of this Agreement before being provided with or having access to Confidential Information; and
- ◆ Its Personnel do not do or fail to do anything that, if done or not done, would amount to a breach of the Obtaining Party's obligations under this Agreement.
- ◆ If the Obtaining Party becomes aware that it has or may have breached this Agreement, it must immediately notify the Disclosing Party and take all reasonable steps required to stop the breach.
- ◆ The Obtaining Party acknowledges that the Confidential Information remains the property of the Disclosing Party at all times and that this Agreement does not convey to the Obtaining Party or any of its Personnel any proprietary or other interest in the Confidential Information.
- ◆ The Obtaining Party must, promptly upon request by the Disclosing Party, return or destroy all material containing Confidential Information in its possession, power or control, which was either received from the Disclosing Party or which the Obtaining Party has generated.
- ◆ The Obtaining Party acknowledges that disclosure of any Confidential Information in breach of this Agreement would cause irreparable harm to the Disclosing Party for which damages may not be an adequate remedy.
- ◆ The Obtaining Party consents to the grant of injunctive relief to restrain any breach of this Agreement, or specific performance to compel the Obtaining Party to perform its obligations under this Agreement, as a remedy for any breach or

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threatened breach of this Agreement and in addition to any other remedies available to the Disclosing Party.

Related policies, procedures, forms, and documents

The following are related to this policy and procedures:

- ♦ Koala Corporation Privacy Policy & Procedures

Document Control

Document No. & Name:	Koala Corporation Confidentiality Policy
Quality Area:	Internal Management (M)
Author:	Koala Corporation
Status:	Approved
Approved By:	Ann Wallace
Approval Date:	26/10/2018
Review Date:	27/10/2018