

Invidia Hair
ABN: 25160125084

Client Confidentiality and Privacy Policy

- **Invidia Hair** requires certain information from clients to enable it to provide them with **Invidia Hair's** services.
- **Invidia Hair** considers the protection of its clients' Confidential Information of paramount importance.
- All Confidential Information is dealt with by **Invidia Hair** in accordance with the terms of the following policy.

Definitions and interpretation

For the purpose of this Policy, unless the contrary intention appears:

'Approved Purpose' means the use of the client's information by **Invidia Hair** to provide advice and assistance on the establishment or administration of business enterprises or any like service;

'Invidia Hair' includes the proprietor thereof and any of its employees, officers, agents or contractors.

'Confidential information' means all information provided by a client or its agent to **Invidia Hair**, including:

1. private information, including all personal details and information;
2. trade secrets, including ideas and concepts not reduced to material form;
3. technical information and technical drawings;
4. financial information about the client;
5. commercial information about the client or persons with whom the client deals, including details of agreements with employees, contractors, customers and others;
6. product and market information; and
7. any information marked "confidential" or which the client informs **Invidia Hair** is confidential or a trade secret;

but excluding:

1. information available to the public (other than through disclosure by **Invidia Hair** or by a person to whom **Invidia Hair** disclosed the Confidential Information);
2. information which **Invidia Hair** can prove it lawfully possessed before obtaining it from the client;

'Client' means and includes any person who has consulted with, approached

and/or engaged **Invidia Hair** for or in relation to the Approved Purpose.

'Regulatory Body' means any Federal or State Minister of the Crown, government or quasi government agency or statutory authority whose approval or consent is necessary for the Approved Purpose.

Ownership

Invidia Hair acknowledges that, subject to agreement stating the contrary, Confidential Information remains at all times the property of the client.

Invidia Hair's Obligations

1. **Invidia Hair** will comply with all applicable law with respect to the client's Confidential Information.
2. **Invidia Hair** will take all reasonable steps necessary to safeguard the confidentiality of all Confidential Information.
3. **Invidia Hair** may use the Confidential Information only:
 - (a) for the Approved Purpose;
 - (b) for any purpose required by law, including those required by privacy laws;
 - (c) for the purpose of carrying out debt-recovery functions;
 - (d) for the purposes of receiving advice from a lawyer, accountant, financial planner or other like person for the Approved Purpose;
 - (e) to the extent and for a purpose to which the client has consented in writing.
4. **Invidia Hair** must not profit from the use of the Confidential Information, except in respect of the Approved Purpose.
5. **Invidia Hair** may disclose the Confidential Information only:
 - (a) to a person if:
 - (i) **Invidia Hair** has informed that person of the confidential nature of the Confidential Information; and
 - (ii) it is necessary for **Invidia Hair** to disclose the Confidential Information for the Approved Purpose; or
 - (b) to the extent and for a purpose to which the client has consented in writing; or
 - (c) to the extent necessary for **Invidia Hair** to institute debt-recovery functions, with or without the client's consent; or
 - (d) to the extent required by law, including privacy laws, with or without the client's consent; or
 - (e) for any other reasonably expected or necessary purpose, with or without the client's consent.
6. **Invidia Hair** may copy or print the Confidential Information only if the client

has consented in writing.

7. **Invidia Hair** may communicate with a Regulatory Body about the Approved Purpose or the Confidential Information only if the client has consented in writing.
8. **Invidia Hair** must keep all the Confidential Information in a secure manner.
9. On demand by the client, subject to Clause 10, **Invidia Hair** must:
 - (a) deliver to the client all the Confidential Information in **Invidia Hair's** possession or control;
 - (b) delete all the Confidential Information held electronically in any medium in **Invidia Hair's** possession or control; and
 - (c) destroy all documents (including analyses, compilations, reports and memoranda) which were prepared by or for **Invidia Hair** and which were based wholly or partly on the Confidential Information, and delete all such documents held electronically in any medium in **Invidia Hair's** possession or control.
 - (d) Subclause (c) above will be satisfied where only part of the document is destroyed or deleted if that part is the only reference to the Confidential Information.
10. Clause 9 does not apply where:
 - (a) **Invidia Hair** is retaining the Confidential Information for the purposes of undertaking debt-recovery functions; or
 - (b) **Invidia Hair** is retaining the Confidential Information for any purpose required by law, including privacy laws.
 - (c) The Confidential Information retained for any of the purposes in this clause 10 is limited to the information necessary for those purposes.
11. **Invidia Hair** will immediately report to the client any unauthorised use, disclosure, copy or printing of the Confidential Information of which **Invidia Hair** becomes aware.
12. **Invidia Hair** will use reasonable efforts to obtain the return or destruction or deletion of any unauthorised copy or print-out of the Confidential Information.

Survivorship of obligations

13. **Invidia Hair** will continue to abide by this policy after the completion on the Approved Purpose.

Limitation of Liability

14. **Invidia Hair** accepts no responsibility or liability for any injury, loss or damage of any nature whatsoever resulting from any unauthorised or illegal access or use of any Confidential Information within the possession, power or control of **Invidia Hair**.

Invidia Hair

Client Confidentiality and Privacy Policy 2012.