



Confidential Information Policy

You agree that, during your employment and after its termination, you will not use, divulge or communicate to any person, firm or organisation (except in the proper course of your duties during your employment by the Company) any of the trade secrets or other confidential, technical or commercial information of the Company relating to the business, organisation, accounts, analysis or other affairs of the Company which you may have received or obtained or which has come to your knowledge while working for the Company.

Confidential information includes but is not limited to:

1. Any information relating to the trading position, business, products, services, affairs and finances of the Company including (but not limited to) marketing information and plans, market opportunities, product lists, the Company's financial information, results and forecasts, manpower or expansion plans, the remuneration and benefits paid to the Company's employees and officers, lists of suppliers, agents, consultants, distributors, clients or customers and their needs and requirements, the terms of business with them and the fees and commissions charged to or by them, information relating to prospects and tenders contemplated, offered or undertaken by the Company and any other matters connected with the products or services manufactured, marketed, provided or obtained by the Company.
2. Technical data and know-how relating to the business of the Company or any of its suppliers, agents, consultants, distributors, clients or customers including (but not limited to) product designs and specifications, product lists, ideas, inventions, drawings and plans, research and development, manufacturing processes, techniques, formulae, trade secrets, computer systems and software, costs, margins, prices, production and business methods, business plans and forecasts and any other technical matters connected with the products or services manufactured, marketed, provided or obtained by the Company.
3. Any incident or investigation relating to the Company's operations or business, or confidential reports or research commissioned by or provided to the Company.
4. Any document or item marked as confidential or which you are told is confidential and any information which is given to the Company in confidence by suppliers, agents, consultants, distributors, clients, customers or other persons.

In particular, you will not without the prior written consent of the Company, permit any confidential information:

1. To be disclosed, divulged or communicated, whether directly or indirectly, to any third party (including to any other employee or officer of the Company), except to those authorised by the Company to know or as required by law; or
2. To be copied or reproduced in any form or to be commercially exploited in any way; or
3. To be used for your own purposes or for any purposes other than those of the Company or to be used or published by any other person; or
4. To be transferred to your own personal e-mail account, regardless of your proposed reasons for doing so; or
5. To pass outside your control.

You agree that you will inform the Company immediately upon becoming aware or suspecting, that a third party knows or has used any of the Company's confidential information.

This restriction will continue to apply after the termination of your employment.



This restriction will cease to apply to any information which may come into the public domain through disclosure by the Company or otherwise than as a result of direct or indirect disclosure by you in breach of the terms of this clause.

You will keep a record of the confidential information that you receive and you will make that available to the Company on request.

All confidential information is the property of the Company and you agree to hand all documents containing confidential information and any copies which are in your possession or under your control over to the Company on the termination of your employment or, at the request of the Company, at any time during your employment. For this purpose, the term 'documents' includes computer discs, memory sticks, portable hard drives and all other materials capable of storing data and information. If required by the Company under the terms of this provision, you will also give a written undertaking that all confidential information has been duly returned to the Company or permanently deleted or destroyed.

The wrongful disclosure of confidential information or other breach of confidentiality is a disciplinary offence. Depending on the seriousness of the offence, it may amount to potential gross misconduct and could result in your summary dismissal.

Nothing in these rules shall prevent you from disclosing information which you are entitled to disclose under the Public Interest Disclosure Act 1998, provided always that the disclosure is made in accordance with the provisions of that Act.