

Confidentiality Policy and Procedure (IM007)

Policy Statement

To ensure that confidentiality is maintained in relation to Complete Business Solutions Australia (CBSA) and client information where necessary.

Scope

This policy and procedure apply to employees of CBSA, all clients and stakeholders.

Background

The establishment of trust between clients and staff is an essential part of the ethos of our organisation. Staff need to know the boundaries of confidentiality to feel safe and comfortable discussing any personal issues and concerns, and clients need to know their dealings with CBSA remains private and information provided is secure.

Our attitude to confidentiality and privacy is open and easily understood and everyone should be able to trust the boundaries of confidentiality operating within the organisation. This policy provides guidance on our legal obligations and ethical expectations in relation to privacy and confidentiality.

Principles that Inform Our Policy

1. A confidentiality policy is a crucial component of a company's risk management strategy, helping to protect valuable assets, comply with legal requirements, and build and maintain trust with stakeholders.
2. In collaborations or partnerships, businesses often share sensitive information with third parties. A confidentiality policy helps outline the terms of information sharing, protecting the interests of all parties involved and preventing the misuse of shared information.
3. A confidentiality policy sets clear expectations for employees regarding the handling of sensitive information. It outlines the consequences of breaching confidentiality, creating a sense of accountability and responsibility among employees.
4. Confidentiality policies are crucial for maintaining a competitive edge. By safeguarding sensitive business information, a company can prevent competitors from gaining access to proprietary data that could be used to replicate products, services, or business strategies.
5. Having a confidentiality policy in place reassures clients and customers that their information will be handled responsibly, fostering trust and long-term relationships.

Key Terms

Terms	Meaning	Source
Disclosing Party	The Party which discloses confidential Information to the Obtaining Party.	CBSA
Obtaining Party	The Party which receives confidential information from the Disclosing Party.	CBSA
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.	CBSA
Confidential	Confidential Information can be: <ul style="list-style-type: none">• information designated as confidential by a disclosing party.• information imparted in circumstances of confidence. or• information that CBSA understands is confidential.	CBSA

Links to Other Policies

- [Privacy Policy and Procedures](#)

Induction and Ongoing Training

CBSA requires that induction and ongoing training of all staff include the Confidentiality Policy and Procedure to enable staff to fulfil their roles effectively. In addition, CBSA promotes information sharing at staff meetings, sharing information received from industry trends or changes in legislation, and consultation at policy review sessions.

Policy Created/Reviewed

Policy Created/ Reviewed	Modifications	Next Review Date
Implemented March 2022	December 2023, updated format	November 2024

Monitoring, Evaluation and Review

This policy will be reviewed annually or on the occurrence of any relevant legislative change. Management of CBSA will conduct reviews in consultation at management meetings or on request of the Board.

Confidentiality Procedure

1. 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.

2. The Obtaining Party:

The Obtaining Party must ensure each of the following:

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