

1. CONFIDENTIAL INFORMATION AND INFORMATION SECURITY

- 1.1. You must keep confidential information secure and not disclose, make use of, remove or copy any confidential information belonging to Infinity, its clients, customers or service providers without the consent of a Director.

Confidential information includes but is not limited to:

- Any sensitive information;
 - Client files;
 - Any information specifically designated as private or confidential by Infinity or our clients;
 - Trade secrets;
 - Infinity's intellectual property owned by Infinity;
 - Client and supplier lists and information;
 - Marketing plans and budgets;
 - Costing and price information, including pricing, credit policies, credit procedures, payment policies, payment procedures and systems;
 - Notes or copies of any confidential information; or
 - All precedents and other documents.
- 1.2. The restriction in this clause does not apply to the use or disclosure of such information in the normal course of your duties or to information that is publicly available. The restriction in this clause applies after this employment agreement comes to an end.
- 1.3. Any original work or any other material you produce arising from your employment with Infinity shall remain the property of Infinity.

2. RESTRAINTS ON SOLICITATION

2.1. Non-solicitation

- (a) To protect the goodwill of Infinity, during the term of your employment and for a period of six (6) months after the termination of this contract of employment for any reason (other than termination during or at the end of the probation period), you must not directly or indirectly either on your own account or for any person, company or organisation solicit or endeavour to solicit or entice away from Infinity any officer or employee of Infinity or any of its related bodies corporate, whether or not such a person would commit any breach of their contract of employment by reason of leaving the service of Infinity.
- (b) To protect the goodwill of Infinity, during the term of your employment and for a period of six (6) months after the termination of this contract of employment for any reason (other than termination during or at the end of the probation period), you must not directly or indirectly either on your own account or for any person, company or organisation solicit or endeavour to solicit or entice away from Infinity any "Restricted Customer".

A "**Restricted Customer**" for the purposes of this paragraph is a customer of Infinity for which you, in the twelve (12) month period preceding the termination of your employment, had been introduced to or had a business contact with or was an existing client.

This means that during your employment with Infinity, and during the six (6) month period after termination, you can be employed by or undertake work for any of Infinity's competitors but you must not during this period work with or instruct any Restricted Customer (as defined above).

2.2. Restraints are reasonable

You acknowledge and agree that the restraints in this clause are reasonable.