

Deed of Confidentiality – Contractors/Agents

Contractor or Agent:

The Company:

The Company has entered or is about to enter into a contract of service with the Contractor or Agent, and _____

The Contractor or Agent, in the course of that engagement, may acquire property of the Company in the form of confidential information, proprietary information and intellectual property.

CONFIDENTIAL INFORMATION

1. The Contractor or Agent shall not, during the term of the engagement or at any time thereafter, except so far as may be necessary for the proper performance of the Contractor or Agent's responsibilities and duties, disclose to any third party any confidential information.
2. The Contractor or Agent shall not use or attempt to use any confidential information in any manner either:
 - Which may injure or cause loss either directly or indirectly to the Company or to its business or may be likely to do so; or
 - For the Contractor or Agent's own purposes or the purposes of any person other than the Company; or
 - Otherwise than as authorised by the Company.
3. Information shall not be considered confidential to the extent that it is or becomes a part of the public domain through no wrongful act or omission by the Contractor or Agent or is already known by the Contractor or Agent free of any confidentiality obligation or is disclosed under proper judicial or government process.
4. In this Deed, unless the context otherwise requires, "Confidential Information" means information in respect of:
 - Technology and "know-how" of the Company;
 - Specifications and technical manuals of the Company;
 - Procedures, operations, practices, products and processes of the Company;
 - Intellectual or industrial property of the Company;
 - Business, trade and financial dealings of the Company;
 - Prices and costings relating to the existing or prospective products or services of the Company;
 - Customer lists, files, manuals, account records, computer files and software, documents and materials generated or arising out of the business of the Company;
 - Existing or prospective clients, customers or suppliers of the Company;
 - The organisation and administrative procedures of the Company;

- Reports, memoranda and other writings and papers, including any technical data files of the Company;
- The business transactions, business methods, records, forms, charges and financial affairs of the Company.

INTELLECTUAL PROPERTY

1. Intellectual property of the Company shall remain the property of this Company which shall have full rights to such work, process, design or other material whether those rights are exercised in any form or not during the employment or on cessation of the employment.
2. For the purposes of this Deed, unless the context requires otherwise “Intellectual Property” means: ‘Any original work, process, design or other material produced or published by the Contractor or Agent arising from employment with the Company’.

NON-SOLICITATION

The Contractor or Agent undertakes:

1. Not to personally offer to enter, or to enter into any business relationship as either a principle, agent or Contractor with clients, customers and/or suppliers of the Company at any time during engagement with the Company; and
2. Not to solicit or induce others to solicit employees of the Company to offer to enter into or to enter into any business relationship with clients, customers and/or suppliers of the Company at any time during engagement with the Company or within 12 months from the date of termination of the engagement agreement.

Signed by

Contractor

Name (Print):

Signature:

Date:

Company

Name (Print):

Signature:

Date: