# ****Confidentiality Agreement****

**[Business name]**

**I recognise that [Business Name] have expended and will continue to expend time, money and effort in obtaining, retaining and developing their customer base and have invested considerably in its methods, trade secrets and business. [Business Name] have an interest in maintaining and protecting the confidentiality of their information. I therefore agree, covenant and undertake with and to [Business Name] to be bound by the terms of this Confidentiality Agreement.**

1. **In this document, term “Confidential Information” means all confidential information and trade secrets of [Business Name], and:**
	1. **any formulae, techniques, methods, programs, source code, object code, software, materials, documents or manuals of [Business Name] used in their business, and**
	2. **any information relating to the business affairs, accounts, marketing plans, prospects, research, management or finances of [Business Name] and any databases, customer lists, specifications, drawings, records, reports, software, any source information obtained or paid for by [Business Name] or other documents, material or other information whether in writing or otherwise concerning [Business Name]; and**
	3. **any information whether in writing or otherwise relating to existing or potential customers of [Business Name] and any documents or material concerning existing or potential customer of [Business Name]; and**
	4. **any information whether in writing or otherwise relating to tenders or proposals made or to be made by [Business Name] to their clients or potential clients in respect of services of [Business Name].**
2. **I acknowledge that I have no rights or interest in respect of the confidential information and that all of the confidential information is and will be the sole and exclusive property of [Business Name].**
3. **I covenant and undertake:**
	1. **To keep confidential all confidential information;**
	2. **Not to disclose any confidential information to any person, except:**
4. **as required by law**
5. **with the prior written consent of [Business Name], or**
6. **to the firm’s agents, employees or advisers in the proper performance of my responsibilities and duties to the company whether under this Confidentiality Agreement or otherwise;**

**c) To use my best endeavours at all times to prevent the use or disclosure of any confidential information to or by third parties; and**

**d) To maintain proper and secure custody of all confidential information, and not to take confidential documents, computer disks, or other media off the premises without written permission of a Director of the Company.**

1. **If the confidential information lawfully comes into the public domain then to the extent that the confidential information is public and subject to the terms and conditions contained in this Confidentiality Agreement, my obligation to keep such information confidential ceases.**
2. **In the event of uncertainty as to whether any information is confidential information, such information shall be deemed not to be within the public domain, unless I am advised by [Business Name] in writing to the contrary.**

**NAME…………………………………………………………………………………………….**

**TITLE…………………………………………………………………………………………….**

**ADDRESS……………………………………………………………………………………….**

**SIGNATURE…………………………………………………………………………………….**

**DATE……………………………………………………………………………………………..**

**SIGNATURE OF WITNESS……………………………………………………………………**

**NAME AND ADDRESS OF WITNESS……………………………………………………….**

**DATE……………………………………………………………………………………………..**

**DISCLAIMER:**

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