
Confidentiality Agreement

by Documatica Legal Forms Inc.

THIS CONFIDENTIALITY AGREEMENT (the 'Agreement') dated this 2nd day of July, 2010.

BETWEEN:

Robert Smith
of 676 Commerce Place
Sydney, New South Wales

(the 'Employer')

- and -

Harold Wright
of 877 Beach Street
Sydney, New South Wales

(the 'Contractor')

1. BACKGROUND:

The Contractor, who is currently an employee of the Employer or may become one at a future time, may be required to handle confidential and proprietary information relating to the Employer's present or anticipated operations, creations, developments, or research (the 'Confidential Information') to fulfil employment-related responsibilities, obligations, or duties (the 'Permitted Application') during the duration of employment (the 'Employment').

IN CONSIDERATION OF and as a condition of the Employer disclosing the Confidential Information to the Contractor, the receipt and sufficiency of which

consideration is hereby acknowledged, both parties agree that the terms and conditions of this Agreement shall be as follows:

2. CONFIDENTIAL INFORMATION

The Contractor recognizes that during the course of the Employment, the Contractor may have access to information that the Employer wishes to keep confidential. Both parties acknowledge that this information is the exclusive property of the Employer, and includes, without limitation:

1. 'Confidential Information' refers to all data and information relating to the Employer's business or enterprises, including proprietary information, trade secret technology, and accounting or other records which the Contractor has access to. This includes, but is not limited to: Work Product, Computer Software, Business Operations, Marketing and Development Operations, Proprietary Data and Customer Information. Confidential Information also extends to include any information that has been disclosed to the Employer by a third party and governed by a non-disclosure agreement. Notwithstanding the above, the following will not be regarded as Confidential Information:
 - A. Information that is common knowledge in the business or industry of the Employer.
 - B. Information or knowledge that the Contractor lawfully possessed prior to the disclosure of the information to the Contractor by the Employer.
 - C. Information that is independently created by the Contractor without the assistance or use, directly or indirectly of the Employer's Confidential Information.
2. 'Work Product' refers to any products, ideas, or information resulting from or related to present or future work projects or duties

performed by the Contractor for the Employer or the Employer's clients.

3. 'Computer Software' refers to computer programs that are developed for, resulting from, or related to, work or projects that have been, or will be performed for the Employer or for the Employer's clients. Such computer programs include programs of any type that are in any stage of actual or anticipated research, development, or production. These may include, but are not limited to: programs, program modules, routines and subroutines, algorithms, design concepts or specifications, source code, object code, program patches and system designs;
4. 'Proprietary Data' refers to publicly undisclosed information relating to proprietary rights possessed by Employer such as: technical, manufacturing, engineering or production data, test results and statistics, progress or development reports of various products or services, and information regarding the procurement, protection, control, and licensing of proprietary rights (such as patents, copyrights, and trade secrets).
5. 'Business Operations' refers to internal financial, employment, and personnel records, client and vendor names, information, agreements, and services, business literature and operating manuals, and methods or means in which the Employer conducts its business.
6. 'Marketing and Development Operations' refers to marketing and development plans, pricing strategies and billing policies, quoting methods, techniques and methods for obtaining business, processes and procedures used to obtain forecasts and forecast assumptions and volumes, and future plans and potential strategies put forth by the Employer which have been or are being speculated or discussed; and

7. 'Customer Information' means any information relating to the identification of customers and their representatives, data provided by customers and relations, contracts and their contents, customer service, quality and specifications of products and services purchased, leased, licensed or received by clients of the Employer.

3. CONFIDENTIAL OBLIGATIONS

The Contractor recognizes the need to keep all Confidential Information absolutely confidential, and prevent its release to the public, as a material term of this Agreement. The Contractor agrees not to disclose, report or use, for any purpose, any of the Confidential Information disclosed to the Contractor by the Employer as a result of the Contractor's Employment, or which the Contractor has otherwise obtained or accessed.

If there is any uncertainty about disclosure of Confidential Information, the Contractor agrees to seek out senior management of the Employer prior to making any disclosure of the Confidential Information that may be covered by this Agreement.

The Contractor agrees that the Confidential Information is to be considered proprietary to the Employer. Further, the Contractor agrees to use the material only for the Permitted Application and not for any other purpose, including any actions that could be detrimental to the Employer or the subsidiaries, affiliates, or partners thereof.

The Contractor agrees not to remove the Confidential Information from its place of business, and to conceal the Confidential Information in a location separate from other records and documents. In addition, the Contractor agrees not to reproduce the information or store it on a computer or device that is accessible to persons to whom disclosure may not be made, as described in this Agreement.

The Contractor will be permitted to disclose any of the Confidential Information only in the following circumstances:

1. If it is required for the performance of the Permitted Application, the Contractor may disclose the information to its affiliates, employees,

advisors, or representatives, provided that:

- A. These personnel are informed of the confidential nature of the Confidential Information;
 - B. These personnel agree to be legally bound to the same burdens of confidentiality and non-use as the Contractor;
 - C. The personnel are prevented by the Contractor from violating this agreement, to as great an extent as the Contractor can reasonably enforce; and
 - D. The Contractor agrees to be responsible for and indemnify the Employer for any breach of this Agreement by the personnel.
2. If the Employer has given written consent to the Contractor for the disclosure of information to a third party; or
 3. If the Employer is required to disclose such information by law or at the request of any governmental, administrative, legislative, or judicial body, provided that the Contractor will first give prompt notice to the Employer of any possible or prospective orders of disclosure and Employer has been afforded a reasonable opportunity to prevent or limit such disclosure.

All obligations regarding the protection of the confidentiality of the Confidential Information, and any obligations to provide notice under this Agreement shall be effective for an indefinite period from the date of its expiration or termination, as the case may be.

4. NON-COMPETITION

Notwithstanding any successfully completed negotiations or transactions, or employment with an independent third party, the Contractor understands and agrees not to participate, directly or indirectly, in any activities that are in direct competition

with the activities of Employer without the express written consent of Employer. This condition shall hold at all times during the continuance of this Agreement and within 5 of its termination or expiration, as the case may be. The Employer further affirms that such consent will not be unreasonably withheld from the Contractor.

The Contractor understands and agrees that for a period of 5 year(s) from the date of expiration or termination of this Agreement, the Contractor will not divert or attempt to divert from the Employer any business that the Employer has enjoyed or solicited from its customers prior to expiration or termination of this Agreement.

5. NON-SOLICITATION

It is mutually understood that the Employer would suffer harm and damages if attempts were made by the Contractor to induce others to leave the Employer's employ, or if the Contractor were to interfere with the Employer's relationship with its other employees or contractors. With this understanding, the Contractor agrees that during the term of his Employment with the Employer and for a period of 5 years after the end of such Employment, the Contractor will not under any circumstances, directly or indirectly:

1. Encourage or attempt to encourage any employee or contractor of the Employer to quit employment or retainer with the Employer;
2. Interfere with the Employer's relationship with its contractors or other employees in any way that could damage the Employer;
3. Inform other contractors or employees of the Employer of other competitive employment opportunities or positions; or
4. Solicit, entice, or hire away any contractor or employee of the Employer that was employed at any time during the Contractor's term of Employment.

6. AVOIDING CONFLICT OF OPPORTUNITIES

The Contractor agrees to notify the Employer of all business opportunities relating to,

or similar to, the Employer's current or prospective business opportunities. The Contractor understands that, for the duration of Employment, the Contractor cannot pursue such opportunities in any way without the prior written consent of the Employer.

Unless written consent is otherwise given by the Employer, the Contractor further agrees to the following terms:

1. The Contractor shall not compete with the present or anticipated business of the Employer, including but not limited to planning or orchestrating any similar or related business activities, either solely or in collaboration with others; and
2. The Contractor shall not participate, either directly or indirectly, in any business activities that conflict with the interests of the Employer. Determination of such conflicting activities will rest exclusively upon the discretion of the Employer.

7. OWNERSHIP AND TITLE

The Contractor shall NOT, under any circumstances, be granted any title, interest, right, or license in or to the Confidential Information or other intellectual property of the Employer.

The Contractor recognizes and agrees that the Employer retains all rights, titles, and interest in any Confidential Information at all times, and that such information is the property of the Employer alone. As such, the Contractor waives any (and all) interest in the Confidential Information, including but not limited to any interest in know-how, copyright, trademarks or trade names. This shall stand irrespective of any contributions the Contractor may have made to such materials or developments.

The terms contained within this Agreement will not apply to any of the Contractor's intellectual property, methods, designs, developments, creations, research, know-how, trade names, trademarks, and copyrights which:

1. Used no facilities, materials, Confidential Information or equipment of the Employer;

2. The Contractor created or developed entirely on his or her own time; and
3. Bears no relation or similarity to the business of the Employer, or the present or anticipated duties, creations, developments, or research, or resulting from any work performed by the Contractor for the Employer.

Any and all Confidential Information created or developed by the Contractor, in whole or in part, during the term of Employment is recognized by the Contractor as the property of the Employer. The Contractor therefore agrees to assign to the Employer any right, title, or interest the Contractor may have in the Confidential Information, and further agrees to take all measures and to execute all instruments reasonably requested by the Employer to more fully transfer ownership rights of the Confidential Information from the Contractor to the Employer, in the period both during and after the Contractor's employment with the Employer.

This sample represents only part of a completed document.
The remainder of the document has been intentionally omitted.