

CONFIDENTIALITY AGREEMENT

Between

Continuum Consulting Australia Pty Ltd (**the Company**)

and

{INSERT EMPLOYEE NAME & DETAILS EG. ADDRESS OR DOB} (**You**)

BACKGROUND

You acknowledge and agree that during the course of your employment you will have access to Confidential Information belonging to the Company. You understand and agree to keep such Confidential Information confidential both during and after your employment on the terms and conditions set out in this Agreement.

1. DEFINITIONS

In this document:

Agreement means this agreement together with any schedules or any amendments made in accordance with this agreement

Confidential Information is defined as information, regardless of the form or medium in which it is recorded or stored, which relates to all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, technical data, products and all other intellectual property, financial and business information and all other commercially valuable Company information, including client, customer and business contacts, which the Company regards as confidential to it and all copies, notes and records and all related information generated by you during the course of your employment. Confidential Information excludes, or as the case requires, ceases to include information which is, or becomes:

- (a) available in the public domain or
- (b) required to be disclosed by law

Parties means the parties to this Agreement, and Party means any one of them

2. DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION

2.1. You agree at all times during or after your employment with the Company:

- (a) to refrain from directly or indirectly disclosing to a third party Confidential Information except in the proper course of carrying out your duties
- (b) to not make use of any Confidential Information except in the proper performance of your duties
- (c) to keep confidential all Company Confidential Information and

- (d) to comply with the terms of this Agreement unless otherwise required by applicable laws or regulations.

2.2. You must:

- (a) notify the Company immediately if you become aware of a potential or actual breach of this Agreement or any unauthorised disclosure of Confidential Information
- (b) immediately take all steps reasonably required to prevent or stop the potential or actual breach of this Agreement or any unauthorised disclosure of Confidential Information and
- (c) comply with any direction issued by the Company and provide any assistance reasonably requested from time to time regarding enforcement of this document or any unauthorised disclosure of Confidential Information.

3. SECURITY AND CONTROL

You must:

- (a) establish and maintain effective security measures to safeguard the Company's Confidential Information from disclosure, access or use not authorised by the Company or under this Agreement
- (b) unless otherwise directed under this Agreement keep Confidential Information under your control and
- (c) take all reasonable steps to protect the Company's Confidential Information from misuse, loss and from unauthorised access, modification or disclosure.

4. ACKNOWLEDGEMENTS AND INDEMNITY

- 4.1. You acknowledge that you are aware that any breach of any obligation in this Agreement may result in the Company suffering damage, and that an award of damages may be insufficient to compensate the Company for that breach. Accordingly, in addition to other remedies that may be available, the Company may seek and obtain injunctive relief against such a breach or a threatened breach.
- 4.2. You acknowledge and agree that this Agreement is intended to be for the benefit of the Company and its business.
- 4.3. You acknowledge and agree that the terms of this Agreement are in addition to and not in substitution for or derogation of any duty of confidence imposed upon the Parties generally at law, in equity or under any other agreement, arrangement or understanding already in place between the Parties. Where any inconsistencies in those duties arise, the terms of this Agreement shall prevail.
- 4.4. You agree to indemnify the Company from and against any and all losses, damages, expenses and legal costs that the Company may sustain or incur as a result, whether directly or indirectly, of any breach of your obligations under this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

You understand and acknowledge that this Agreement does not transfer any interest in any intellectual property, and that the Company retains (and does not waive) any rights the Company may have in respect of patents, trademarks, copyright, moral rights or other intellectual property or proprietary rights.

6. RETURN OF CONFIDENTIAL INFORMATION

- 6.1. Upon the termination of your employment and at any time requested by the Company you are required to cease using the Company's Confidential Information.
- 6.2. On receiving a notice pursuant to this clause, or upon the termination of your employment, your right to possess or use Confidential Information ceases and you must immediately:
 - (a) return all Confidential Information in your possession or control to the Company
 - (b) destroy and certify in writing to the Company the destruction of all Confidential Information in your possession or control
 - (c) destroy and permit the Company to witness the destruction of all Confidential Information in your possession or control or
 - (d) destroy all copies summaries, notes or reproductions of all Company Confidential Information in your possession or control.

7. POST-TERMINATION OBLIGATIONS

The obligations of confidentiality under this Agreement continue to apply to you after the termination of your employment with the Company.

8. WAIVER

The failure of the Company at any time to insist on performance of any provision of this document is not a waiver of its right at any later time to insist on performance of that or any other provision of this Agreement.

9. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the state in which you are employed. You agree to submit to the jurisdiction of the courts of that state.

10. SEVERABILITY

The Parties acknowledge and agree that each clause of this Agreement is separate, severable, and reasonable. Should any clause or clauses be held to be unenforceable, but would be enforceable if part of the wording of a clause or clauses is deleted, then the provisions contained in each clause shall apply under deletion of the particular words, so as to make the clause or clauses effective.

11. VARIATION

No variation or modification of this Agreement shall be effective unless it is in writing and signed by you and the Company (or respective authorised representatives).

12. EXECUTION

SIGNED BY AN AUTHORISED OFFICER OF THE EMPLOYER

.....
Authorised Officer

.....
Witness

.....
Title of Authorised Officer

.....
Name of Witness (printed)

.....
Dated

SIGNED BY YOU

.....
Employee

.....
Witness

.....
Dated

.....
Name of Witness (printed)