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Confidentiality Agreement

A confidentiality agreement is an important legal document which can be used to protect certain privileged information from being used without the consent of the owner/hirer. Many businesses require employees or contractors to sign confidentiality agreements before they are allowed to commence work. This ensures that any sensitive information they may be exposed to during their work will not be used by or disclosed to any other party without the express permission of the owner/hirer.

The following template is designed to act as a guide only for drafting your own confidentiality agreements, and will give you an insight into the types of terms and conditions which may be included in these documents. However, like most legal documents, a large amount of variation in context and circumstance between parties involved in this type of agreement means that it is always best to have a document tailored to your specific needs. The template below is a guide only and is not a substitute of legal advice. If you would like to know more about what should be included in your confidentiality agreement, contact us today.

Template

This confidentiality agreement is effective as of [insert date].

This confidentiality agreement is made by

[insert your business name and address]

and is between [insert your name or business name] and

[insert name or business name and address, for example an employee or contractor's name and address]



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The two participants shall from hereon be referred to collectively as 'the parties' for the remainder of this agreement.

For due and thorough consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree to the following terms:

1. **Purpose** - [insert your name or business name] and [insert name of receiving party, i.e. employee or contractor] shall enter into a relationship in which certain sensitive and privileged information may be shared with [insert name of the receiving party].
2. **Definition** - For the purpose of this agreement, sensitive, privileged, or confidential information may include but is not limited to [insert a brief definition of whatever information is covered by the agreement], and any other information obtained by [the receiving party] as a result of the relationship entered in to through this agreement which may be relevant to or have implications for the lawful and reasonable operations of [enter your name or business name].
3. **Non-disclosure of privileged information**

Upon signing this agreement, [insert name of the receiving party] agrees not to use any sensitive, privileged, or confidential information disclosed to them by [insert your name or business name] for any purpose other than the intended use as would be relevant to the relationship entered into by the parties.

[Insert name of the receiving party] shall not disclose the relevant confidential information to any other party without express permission from [insert your name or business name].

[Insert name of the receiving party] agrees to take all possible measures to protect the security and secrecy of any sensitive, privileged, or confidential information they may be exposed to during and after their involvement with [insert your name or business name].

4. Ownership of information



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All privileged information as defined in this agreement shall remain the exclusive property of [insert your name or business name], and [insert name of the receiving party] agrees that they have no right to use this information in any way except as directed by [insert your name or business name].

5. Notice/termination

This agreement may only be terminated by express agreement between [insert your name or business name] and [insert name of the receiving party].

6. Remedies

In the event that [insert name of the receiving party] breaches this agreement, [insert your name or business name] reserves the right to commence court proceedings against [insert name of the receiving party] in order to obtain compensation for this breach unless a satisfactory remedy can be settled on outside of court.

Final agreement

[Date]

[Your name or business name and address]

[Signature]

[Receiving party's full name and address]

[Signature]

KEEP A COPY OF THIS AGREEMENT FOR YOUR RECORDS