



Confidentiality Agreement

*Box Office Computers CC Professional Web Design
Prepared by- Mike Adendorff*

THIS DEED is made the day of 20.....

BETWEEN: ("the Creator")

..... [Name]

Of

..... [Business Name]

AND ("the Confidant")

..... [Name of Company]

Of

..... [Address]

RECITALS:

- The Creator has developed the Confidential Information.
- The Creator requires the Confidant to provide the Product to it.
- For the purpose of evaluation by the Confidant of the Creator's purpose in requiring the Product, the Confidant has requested that the Creator disclose to the Confidant the Confidential Information.
- In consideration of the Creator disclosing to the Confidant the Confidential Information the Confidant has agreed to keep such Confidential Information confidential and to maintain such confidence on the following terms.:

1. DEFINITIONS AND INTERPRETATION

1.1 In the construction of this deed, unless the contrary intention appears:-

1.1.1 "**Confidential information**" means all information passing from the Creator to the Confidant relating to the System from the date of the deed including but not limited to trade secrets, drawings, know-how, techniques, source and object codes, formulae, concepts not reduced to material form, designs, plans, models, and all other information relating to the System.

1.1.2 "**Product**" means the Business Concept and any rights of the Confidant associated with these which are owned or controlled by the Confidant

1.1.3 "**System**" means the idea developed by the Creator.

2. CONFIDENTIAL INFORMATION

2.1 The Confident covenants to the Creator that it shall not disclose the Confidential Information or suffer or permit it to be disclosed to any person or related corporation whatsoever except with the written consent of the Creator and then only on the basis that the confidentiality of the Confidential Information is similarly respected in the same manner as provided in this

deed and in that case disclosure shall be made for the sole and exclusive purpose of the evaluation of the Confidential Information prior to the Confidant entering into the purchase agreement.

2.2 The Confidant undertakes not to disclose the Confidential Information (except where it is so required by statute, rule, regulation, judicial process or in connection with any litigation to which it is a party), both during and after this evaluation except where the Confidential Information or some part thereof :

2.2.1 at the time of its first disclosure to the Confidant is in the public domain;

2.2.2 Which after disclosure to the Confidentiality comes in to the public domain otherwise than by disclosure in breach of the terms hereof,

2.2.3 Which the Confidant can prove was in its possession at the time of first disclosure to the Confidant by the Creator and was not acquired directly or indirectly from the Creator, or

2.2.4 Which the Confidant received from a third party, provided that it was not received directly or indirectly from the Creator in breach of an obligation of confidence owed by the third party to the to the Creator.

3. CONSENT

3.1 Without limiting the generality of Clause 2, the Confidant shall not :-

3.1.1 create any web site similar in concept or use any process based on the Confidential Information without the consent in writing of the Creator;

3.1.2 reverse engineer the System or any aspect thereof; and

3.1.3 use or disclose to a third party any aspect of the Confidential Information for the purpose of contacting or contracting with any employee use or client of the Creator.

4. RETURN OF CONFIDENTIAL INFORMATION

4.1 Subject to the terms of any further agreement between the parties and upon completion of evaluation of the Confidential Information by the Confidant, the Confidant shall return all copies of the Confidential Information howsoever embodied or recorded at the direction of the Creator.

5. BREACH

5.1 In the event of a breach or threatened breach of the terms of this deed by the Confidant, the Creator shall each be entitled to an injunction restraining the Confidant from committing any breach of this deed without showing or proving any actual damage sustained by the by the Creator.

6. OBLIGATIONS SHALL SURVIVE

6.1 The obligations of the Confidant under this deed shall survive the finalisation or discontinuance by the Confidant of its evaluation of the Confidential Information.

7. CONSULTANTS AND EMPLOYEES

7.1 The Confidant shall assume responsibility for the actions of its consultants, directors and employees who have access to the Confidential Information and shall ensure that the consultants and employees shall be similarly bound by the obligation created under this deed; and

7.2 The consultants, directors and employees of the Confidant who have access to the Confidential Information shall, if required, enter into separate undertakings with the Creator not to disclose the Confidential Information or any part thereof to any third person.

8. RIGHTS

8.1 This deed shall not be construed as granting to the Confidant any licence rights or other rights relating to the Confidential Information except as expressly provided in this deed or specifically agreed to by the parties in writing.

9. EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED by the said

..... (Name)

..... (Name)

..... (Witness)

EXECUTED ON BEHALF OF [Company Name or ACN] by the undersigned being an authorized signatory

.....
Name

.....
Signature

..... Position/Office