

Confidentiality Agreement



Between Heaney Business Group and _____

Dear lessee,

1. The agreement was entered on the *(insert date)* _____.
2. The parties to the Agreement are Heaney Business Group 21608428520 of Unit 7, 12 Belgravia Terrace, Rockingham, Western Australia, 6168, Australia ("Company") and *(your name here)* _____ of *(company you represent if applicable)* _____ ("Lessee");
3. Heaney Business Group has engaged the Lessee for the lease of the boardroom.

During this engagement, the Lessee will have access to confidential information and intellectual property of and may receive certain confidential information from; The Lessee agrees to keep confidential; all information disclosed to him or her that becomes available to him or her in the course of his or her work. The Lessee further agrees not to disclose or use any of the intellectual property owned by; Heaney Business Group;

4. The following terms contained within this agreement are understood to be defined as follows:
 - a. Confidential Information means all information that is treated or designated by Heaney Business Group as confidential, which is not generally known to personnel outside Heaney Business Group, or which should be reasonably regarded in all the circumstances as confidential to Heaney Business Group, including without limitation, technical details regarding the Heaney Business Group's business, trade secrets, technical and business know-how, information relating to Heaney Business Group's staff, members, business dealings, contracts, customers, marketing and business plans, member education and training, details of Heaney Business Group's technical equipment including software and data for processing, financial data of Heaney Business Group and other sensitive information;
 - b. Purpose means the role and work undertaken as referred to above in item;
5. In consideration of Heaney Business Group disclosing or making available its confidential information to the Lessee, the Lessee agrees to:
 - a. Keep all Heaney Business Group's confidential information strictly confidential and not disclose it to any third party without Heaney Business Group's prior written consent;
 - b. Refrain from engaging in discussion about Heaney Business Group's confidential information in an unsecure environment;
 - c. Only disclose Heaney Business Group's confidential information to those of its managers and Lessee who need to know, who have been expressly directed to and have agreed to keep that information confidential;
 - d. Put in place and maintain adequate security measures to protect Heaney Business Group's confidential information from unauthorised access or use;
 - e. Immediately notify Heaney Business Group of any suspected or actual unauthorised use, copying or disclosure of Heaney Business Group's confidential information, and aid as reasonably required by Heaney Business Group in relation to any steps or proceedings Heaney Business Group may take as a result;
 - f. Not copy Heaney Business Group's confidential information without Heaney Business Group's prior written consent, and mark all copies as confidential;

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- g. Maintain complete, accurate and up to date records of the copying Heaney Business Group's confidential information and immediately produce these records to Heaney Business Group on request;
 - h. Not transmit or permit the transmission of any of Heaney Business Group's confidential information to any person without Heaney Business Group's prior written consent;
 - i. Only use Heaney Business Group's confidential information for the purpose or any other purposes expressly agreed in writing between the parties;
 - j. Ensure that all applicable privacy laws are complied with in dealing with any Confidential Information of Heaney Business Group which is obtained or accessed;
 - k. Immediately notify Heaney Business Group if the Lessee is required by law to disclose any of Heaney Business Group's Confidential Information and aid as reasonably required if Heaney Business Group wishes to defend or resist that requirement;
 - l. On request by Heaney Business Group at any time, immediately return to Heaney Business Group or permanently delete or destroy, as Heaney Business Group directs, all copies or records of Heaney Business Group's confidential information in the Lessee's possession or control;
6. The Lessee's obligations of confidentiality will not apply to information;
- a. That is or becomes in the public domain (except as a result of breach of this Agreement);
 - b. That is obtained by the Lessee from a third party without any restriction of non-disclosure; or
 - c. That is required to be disclosed by the Lessee by law;
7. The Lessee agrees that any breach of the agreement may result in disciplinary action and may result in dismissal if the nature of the offence warrants that remedy;
8. The Lessee agrees that the confidential information and any industrial or intellectual property rights are and shall remain the property of Heaney Business Group and nothing contained in this agreement shall be deemed to convey or transfer to the Lessee (or any other party) any right, title or interest in the confidential information;
9. Heaney Business Group may terminate this agreement at any time with immediate effect by giving written notice to the Lessee;
10. Termination of this agreement will not affect any accrued rights or remedies of Heaney Business Group. The obligations of confidentiality under this agreement will continue to apply to the Lessee (and any successors or permitted assignees) after termination of this Agreement;
11. All other information relating to any stakeholder should not be disclosed in public and the Lessee agrees to safeguard all information listed above;

Executed as an agreement.

Name

Sign

Date