



**Confidentiality Agreement**

**BY:** \_\_\_\_\_

**IN FAVOR OF:** Woongarrah Wildcats Football Club - A.B.N 53 914 101 021 ("WWFC")

By signing this agreement, you agree;

- 1) That 'club' for the purpose of this agreement means any person, firm, corporation, entity which was or is a member of WWFC and with whom WWFC has had direct dealings with in the period of 12 months prior signing of this agreement.
- 2) That 'confidential information' for the purpose of this agreement means;
  - a. All of the locations, designs, concepts, principles, details, plans, proposals, ideas, offers, names of potential or actual parties involved and all other information of a confidential nature regarding the past, current or future business interests, methodology or affairs of any person or entity with which it may deal or be concerned, including (but not limited to) matters of a technical nature, trade secrets, marketing procedures, financial information, and any other information which is notified by WWFC to you during the period of a committee member or any information which is described as confidential in its contents.
  - b. All intellectual property owned by WWFC.
- 3) That you acknowledge that each of the separate prohibitions and restrictions contained in this agreement is reasonable and necessary to protect the goodwill and interests of WWFC.
- 4) That each of the prohibitions and restrictions in this agreement shall be read and construed and shall have effect as a separate severable and independent prohibition or restriction and shall be enforceable accordingly.
- 5) That during the course of this agreement with WWFC, you may be given or come across confidential information, which as a condition of this agreement, shall remain absolutely confidential for a period of 3 years from the date of this agreement.
- 6) You represent and warrant that you will not either during your engagement with WWFC or at any time thereafter, except in the proper course of your duties under this agreement or as required by law or WWFC, use or disclose to any person any of WWFC's confidential information or intellectual property and will use your best endeavours to reasonably protect and prevent the unauthorized use or disclosure of any confidential information by third parties.
- 7) That you will not;
  - a. Discuss any of the Confidential Information with any person outside the committee.
  - b. Use any of the confidential information for your own benefit without the written consent of WWFC.
  - c. Ensure that any person to whom any of the confidential information is disclosed keeps the confidential information absolutely confidential.
- 8) That a breach of this policy may result in rescission of your committee position and or litigation
- 9) That you acknowledge that if you breach this agreement, WWFC may suffer substantial financial loss and or damage.
- 10) That you acknowledge that a breach of this agreement may result in you compensating WWFC for any loss or damage that WWFC suffers as a result of you, or any other person to whom you have disclosed any confidential information without WWFC's consent.

**DATED the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_**

<p><b>BETWEEN:</b> Woongarrah Wildcats Football Club (WWFC)</p> <p><b>A.B.N.:</b> 53 914 101 021</p> <p><b>Signed: x</b> _____</p> <p><b>Date:</b> _____</p>	<p><b>AND:</b></p> <p><b>Signed: x</b> _____</p> <p><b>Date:</b> _____</p>
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<b>1</b>	Woongarrah Wildcats Football Club. (ABN: 53 914 101 021)	Revision: 1
	W:\Admin\Club Policies & Code of Conducts\WWFC - Confidentiality Agreement.docx	Date: 21/11/2015