



DEED OF CONFIDENTIALITY

This **DEED of CONFIDENTIALITY** is made this day of

Made by

Of

(hereinafter called "the Client")

And

Of

(hereinafter called "the Virtual Assistant")

The Virtual Assistant has entered into or is about to enter into a contract of service with the Client, and

The Virtual Assistant, in the course of that engagement, may acquire property of the Client in the form of confidential information, proprietary information and intellectual property.

CONFIDENTIAL INFORMATION

- a) The Virtual Assistant shall not use or attempt to use any confidential information in any manner either:
- Which may injure or cause loss either directly or indirectly to the Client or to its business or may be likely to do so; or
 - For the Virtual Assistant's own purposes or the purposes of any person other than the Client; or
 - Otherwise than as authorised by the Client.
- b) Information shall not be considered confidential to the extent that it is or becomes a part of the public domain through no wrongful act or omission by the Virtual Assistant or is already known by the Virtual Assistant free of any confidentiality obligation or is disclosed under proper judicial or government process.
- c) In this Deed, unless the context otherwise requires, "Confidential Information" means information in respect of:
- Technology and "know-how" of the Client;
 - Specifications and technical manuals of the Client;
 - Procedures, operations, practices, products and processes of the Client;
 - Intellectual or industrial property of the Client;
 - Business, trade and financial dealings of the Client;

Deed of Confidentiality Cont...

- Prices and costings relating to the existing or prospective products or services of the Client;
- Customer lists, files, manuals, account records, computer files and software, documents and materials generated or arising out of the business of the Client;
- Existing or prospective clients, customers or suppliers of the Client;
- The organisation and administrative procedures of the Client;
- Reports, memoranda and other writings and papers, including any technical data files of the Client;
- The business transactions, business methods, records, forms, charges and financial affairs of the Client.

INTELLECTUAL PROPERTY

- c) Intellectual property of the Client shall remain the property of the Client which shall have full rights to such work, process, design or other material whether those rights are exercised in any form or not during the engagement or on cessation of the engagement.
- b) For the purposes of this Deed, unless the context requires otherwise “Intellectual Property” means: *‘Any original work, process, design or other material produced or published by the Virtual Assistant arising from engagement with the Client’.*

SIGNED BY

.....
The “Client” _____ FULL NAME (please print)

SIGNED ON BEHALF OF

.....
The “Virtual Assistant” _____ FULL NAME (please print)

