



THIS **CONFIDENTIALITY DEED** is made on _____201____

BY:

[Insert Name And Address Of Contractor] _____

("the Contractor") _____

IN FAVOUR OF: **EQUITY TRANSPORT GROUP PTY LTD** ABN 52 010 237 108 and/
EQUITY TRANSPORT GROUP PTY LTD (QLD) ABN 29071051459
("the Company")

BACKGROUND

- A** The Contractor is a contractor or chauffeur or consultant of the Company.
- B** In the course of performing work on behalf of the Company the Contractor may have access to confidential information and trade secrets of the Company, its subsidiaries, its associated companies, its clients and customers.
- C** The Company seeks to prevent the disclosure of any confidential information coming into the possession of the Contractor to other parties either during the course of the Contractor's association with the Company or any time thereafter.
- D** The Company further seeks to ensure the Contractor refrains from soliciting Company staff and other Contractors to leave the Company either during the course of the Contractor's association with the Company or any time thereafter.
- E** It is a condition in order to perform work on behalf of the Company that the Contractor shall enter into and abide by the terms of this Deed.

AGREEMENT

- ❖ The Contractor and in the case of a proprietary Company, each of the Company's Directors, covenants and undertakes that it shall not either during the course of the Contractor's association with the Company, except in the proper course of duties as a Contractor of the Company, or at any time thereafter disclose to any person the Confidential Information of the Company or any Related Body Corporate of the Company, which may come to the Contractor's knowledge during or in the course of the Contractor's association with the Company and shall not at any time make use of such Confidential Information and shall use the Contractor's best endeavours to prevent the publication or disclosure of any such matters in any manner whatsoever.

- ❖ Upon termination of the Contractor's association with the Company the Contractor shall deliver up, immediately on demand, to an authorised representative of the Company all Confidential Information in its power or control and undertakes not to retain any copies, reproductions or replies of such Confidential Information.
- ❖ The Contractor hereby covenants and undertakes that the Contractor will not during the course of the Contractor's association with the Company and for a period of 12 months thereafter:

Canvas, solicit or endeavour to entice away from the Company or any subsidiary or any person who or which at any time during the last 12 months of the Contractor's association with the Company or at the date of termination of the Contractor's association with the Company were or are clients or customers of, or in the habit of dealing with the Company or any Related Body Corporate of the Company;

Solicit, interfere with or endeavour to entice away from the Company or any Related Body Corporate of the Company any of their employees or any other Contractor; or

Counsel, procure or otherwise assist any person to do any of the acts referred to in clauses 3(a) or 3(b).

- ❖ The Contractor acknowledges any violation of the terms of this Deed shall render the Contractor liable to damages for the loss suffered by the Company or any Related Body Corporate of the Company.
- ❖ The Contractor agrees that the expression "associated companies" means and includes any company and any trust of which it may be a trustee or other corporate body which during the course of association with the Company, discloses to the Company, its subsidiaries or their Contractors any confidential information whether or not such associated company is a holding company or a subsidiary or the Company or otherwise associated in its capital structure with the Company.
- ❖ In this Deed:

The expression "**Confidential Information**" includes, but is not limited to, all information (in any form whatsoever) concerning or relating to the existing, future and/or past business of the Company and any Related Body Corporate of the Company which is supplied or disclosed by the Company or a Related Body Corporate of the Company, to the Contractor, or that comes into the power, possession, knowledge or control of the Contractor, whilst it is associated with the Company, or any Related Body Corporate of the Company, including:



EQUITY TRANSPORT GROUP



Information concerning marketing and promotional procedures and activities, surveys, techniques, data, formula, research and development, trade secrets, plans and specifications, marketing plans and information, processes and formula, together with any accounting procedures or financial information;

The contents of any manuals or computer software programs developed or implemented by the Company and any Related Body Corporate of the Company for future use within their business;

Information relating to the clients of the Company and any Related Body Corporate of the Company, including lists of clients;

Any information that is proprietary or commercially sensitive which is reasonably regarded by the Company and any Related Body Corporate of the Company as being confidential, or which the Contractor knows, or ought reasonably to know, is confidential, whether or not it is marked or indicated as being confidential; and

The contents of this Agreement.

The expression “**Related Body Corporate**” has the same meaning as in the Corporations Act. In addition it includes any trust of which the Company or a Related Body Corporate may be a trustee and any other corporate body which during the course of the Contractor’s association with the Company, discloses to the Company, its Related Body Corporates or their contractors any Confidential Information whether or not such corporate body is a Related Body Corporate or otherwise associated in its capital structure with the Company



Executed As A Deed And Signed Sealed Delivered by:

Name of Contracted Company : _____

Name of Director of Contracted Company: _____

Signature of Company Director : _____

In presence of

Witness' Name: _____

Witness' Signature: _____

Date: _____

OR

Name of Chauffeur: _____

Signature of Chauffeur: _____

In presence of

Witness' Name: _____

Witness' Signature: _____

Date: _____