

# Bodyfit

## Employee Confidentiality & Intellectual Property Agreement

### 1. Purpose

During the course of your employment with Bodyfit, you will have access to confidential and commercially sensitive information relating to Bodyfit's operations, members, employees and strategic direction.

This Agreement sets out your obligations in respect of that information and forms part of your employment conditions.

### 2. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" includes any information that is not publicly available and relates to Bodyfit's business, including but not limited to:

- Membership data, member contact details and engagement records
- Pricing structures, revenue data, budgets and financial information
- Sales targets, KPIs and marketing strategies
- Business plans, expansion plans and commercial strategy
- Supplier arrangements and commercial terms
- Internal policies, governance frameworks and operational procedures
- HR information, employee data and payroll systems
- Child safety and crèche procedures
- CCTV systems and security practices
- Training programs, class formats and internal methodologies

Confidential Information includes information in written, verbal, digital or any other form.

### 3. Your Obligations

You must:

- Keep Confidential Information strictly confidential
- Use Confidential Information only for the purpose of performing your duties
- Not disclose Confidential Information to any third party without written authorisation
- Not copy, retain or remove Confidential Information except as required for your role
- Immediately return or delete all Confidential Information upon termination of employment

These obligations continue after your employment ends.

## 4. Exclusions

Confidential Information does not include information that:

- Is publicly available (other than through breach of this Agreement)
- Is lawfully obtained from a third party
- Is required to be disclosed by law

## 5. Intellectual Property

Any intellectual property created by you in the course of your employment, and relating to Bodyfit's business, remains the property of Bodyfit.

## 6. Breach

A breach of this Agreement may constitute misconduct or serious misconduct and may result in disciplinary action, including termination of employment.

## 7. Acknowledgement

I acknowledge that I have read and understood this Agreement and agree to comply with its terms.

Employee Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Bodyfit Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_