

# Coaching Confidentiality Agreement

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**Name**

**Address**

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**Email:** \_\_\_\_\_

**Phone number:** \_\_\_\_\_

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**Client's name**

**Address**

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**Email:** \_\_\_\_\_

**Phone number:** \_\_\_\_\_

## Coaching Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ (the "Coach") and \_\_\_\_\_ (the "Client"). The Coach and the Client are collectively referred to as the "Parties."

### Confidential Information

Definition: "Confidential Information" refers to any and all non-public information, whether oral, written, or in any other form, disclosed by either Party to the other Party during the term of this Agreement.

Examples: Confidential Information may include, but is not limited to, personal or professional goals, financial information, business plans, strategies, proprietary coaching methodologies, trade secrets, intellectual property, and any other information that is identified as confidential or reasonably understood to be confidential.

Exclusions: The obligations of confidentiality set forth in this Agreement do not apply to any information that:

- (a) Was already known to the receiving Party prior to disclosure by the disclosing Party.
- (b) Is or becomes publicly available through no fault of the receiving Party.
- (c) Is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information.
- (d) Is disclosed by the receiving Party with the disclosing Party's prior written consent.
- (e) Is required to be disclosed by law or governmental authority, provided that the receiving Party promptly notifies the disclosing Party of such requirement.

### **Non-Disclosure Obligations**

Protection: Each Party agrees to maintain the confidentiality of the other Party's Confidential Information and to take reasonable measures to prevent unauthorized access, use, or disclosure.

Authorized Personnel: Each Party shall restrict access to the other Party's Confidential Information to its employees, contractors, and agents on a "need-to-know" basis and only if they have signed a similar confidentiality agreement or are otherwise bound by confidentiality obligations.

Use Limitations: The receiving Party shall use the disclosing Party's Confidential Information solely for the purpose of receiving or providing coaching services, as agreed upon by the Parties, and shall not use it for any other purpose without the disclosing Party's prior written consent.

Ownership: The Confidential Information disclosed under this Agreement remains the sole property of the disclosing Party. No license or rights, express or implied, are granted to the receiving Party under this Agreement, except as expressly stated herein.

### **Term and Termination**

Term: This Agreement shall commence on the Effective Date and shall continue until terminated by either Party upon \_\_\_\_\_ [number] days' written notice.

Return or Destruction: Upon termination of this Agreement or upon the disclosing Party's request, the receiving Party shall promptly return or destroy all Confidential Information received, including any copies or derivatives thereof, and provide written confirmation of such return or destruction.

**Remedies**

Injunctive Relief: The Parties acknowledge that a breach or threatened breach of this Agreement may cause irreparable harm for which monetary damages may be difficult to ascertain. Therefore, in addition to any other remedies available at law or in equity, the disclosing Party shall be entitled to seek injunctive relief without the need to post a bond or other security.

Attorney's Fees: In the event of any dispute or legal action arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with such dispute or legal action.

**Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_ [State/Country]. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in \_\_\_\_\_.

**Entire Agreement**

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

By signing below, the Parties acknowledge that they have read, understood, and agreed to be bound by the terms of this Confidentiality Agreement.

**Coach:** \_\_\_\_\_

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

**Client:** \_\_\_\_\_

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