

- [2] Immediately prior to Mr Boughtwood's resignation in January 2013 he emailed CNZ's sales databases to his personal email address. CNZ enquiries also revealed that during his employment Mr Boughtwood had sent other CNZ confidential information to a business referred to as BayCopy Limited ("BayCopy"). BayCopy, although in a business agency relationship with CNZ, competed with CNZ in relation to certain CNZ products and services. Mr Boughtwood was also to be employed by BayCopy following his departure from CNZ.
- [3] CNZ subsequently commenced proceedings in the High Court against both Mr Boughtwood and BayCopy, and in the Employment Relations Authority against Mr Boughtwood, for breaches of his employment agreement with CNZ.
- [4] Mr Boughtwood admits that he emailed CNZ's databases for Tauranga and for Rotorua to his personal email address, just prior to his resignation, for the purpose of using that information in his proposed employment with BayCopy. Mr Boughtwood also admits that, during the course of his employment with CNZ, he provided other CNZ Confidential Information to BayCopy.
- [5] Mr Boughtwood claims that any of the other CNZ Confidential Information he shared with BayCopy was done with the approval and or knowledge of his immediate CNZ managers. CNZ denies that the disclosure of Confidential Information by Mr Boughtwood to BayCopy was authorised.

Confidential Information

- [6] For the purposes of these orders "Confidential Information" includes:
- a. CNZ customer lists, databases and other customer data;
 - b. CNZ sales and marketing information, product specifications and new product details;
 - c. CNZ financial and accounting information;
 - d. Terms of business and financial arrangements between CNZ and/or its related companies ("the Canon Group") and its customers, employees and other parties; and
 - e. All CNZ information that was disclosed to Mr Boughtwood on a confidential basis; including:
 - i. Customer transaction history and historic customer spending;

- ii. Customer reports, records or lists which include but are not limited to documents consisting of or containing:
 - 1) Details of customer names, addresses and contact persons and contact details;
 - 2) MasterPack records and reports;
 - 3) GoldMine records and reports;
 - 4) Scotsman records and reports;
 - 5) Machines in Field (“MIF”) records and reports;
 - 6) Customer contract start dates, machine serial numbers, cost per copy rates, lease and/or finance agreement terms and/or expiry date(s) and copying volume(s).
- iii. CNZ customer proposals and pitch documents containing quotations and pricing for the provision by the plaintiff of copying, printing and audio visual equipment and services to customers;
- iv. CNZ sales leads and customer sales referrals;
- v. CNZ customer tender documents or customer requirement documents.

[7] The Confidential Information is the sole property of the Canon Group (which includes CNZ) and includes Mr Boughtwood’s knowledge of any part of any Confidential Information

[8] In light of his admissions, and with the consent of both parties, I order that Mr Boughtwood:

- a. Is not, at any time, other than with the consent of CNZ, to directly or indirectly divulge to any person, firm or company, any Confidential Information;
- b. Is not, at any time, to make use of any Confidential Information, materials or documents (electronic or otherwise) to which he had access during the period of his employment with CNZ or anytime after termination of his employment with CNZ, except on behalf of the Canon Group. This includes not disclosing, copying, transmitting, transferring, altering, deleting or defacing any Confidential Information (except as provided for in these orders);

- c. Subject to any order of the High Court, is to return to CNZ or destroy (at CNZ's election) all Confidential Information held by him immediately on receipt of this determination.
- d. Is to comply fully and to the widest extent with clause 19 of his employment agreement with CNZ dated 15 July 2011 and the confidentiality clauses in CNZ Code of Conduct and the CNZ Full-time Employee Handbook which were operative during Mr Boughtwood's employment at CNZ; and
- e. Is to contribute \$7,000 towards CNZ's costs.

K J Anderson
Member of the Employment Relations Authority