

# Internal Employee Secrecy Agreement

This Internal Employee Secrecy Agreement ("Agreement") is entered into by and between:

- **Employer:** \_\_\_\_\_
- **Employee:** \_\_\_\_\_

Effective as of: \_\_\_\_\_

## 1. Confidential Information

For purposes of this Agreement, "Confidential Information" includes all non-public information disclosed to the Employee in any form by the Employer, including but not limited to business operations, strategies, customer lists, financial data, designs, documentation, and other proprietary materials.

## 2. Obligations of the Employee

The Employee agrees to:

- Hold all Confidential Information in strict confidence.
- Not disclose, share, or use the Confidential Information except as required for employment duties.
- Take all reasonable steps to protect the confidentiality of such information.

## 3. Exclusions

The obligations above do not apply to information that:

- Is or becomes publicly available without breach of this Agreement.
- Is lawfully received from a third party without restriction.
- Is rightfully known by the Employee prior to disclosure by the Employer.

## 4. Return of Property

Upon termination of employment, the Employee shall promptly return all documents and materials containing Confidential Information to the Employer.

## 5. Duration

The Employee's duty to protect Confidential Information remains in effect during and after the term of employment.

## 6. Miscellaneous

This Agreement is governed by the laws of \_\_\_\_\_. If any provision is found unenforceable, the remainder will remain in effect.

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Employer Signature / Date

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Employee Signature / Date

