

Corporate Employee Secrecy Agreement

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

Company Name: _____

Employee Name: _____

Date: _____

1. Definition of Confidential Information

"Confidential Information" refers to all non-public information, whether written, oral, electronic, or in any other form, disclosed by the Company to the Employee, including but not limited to:

- Business plans, financial data, and projections
- Trade secrets, technical data, and know-how
- Client and supplier information
- Marketing strategies and materials
- Employee and payroll data
- Any other information marked or identified as confidential

2. Obligations of Employee

The Employee agrees to:

- Maintain the confidentiality of all Confidential Information
- Use Confidential Information solely for lawful business purposes of the Company
- Not disclose Confidential Information to any third party without prior written consent from the Company
- Take reasonable steps to safeguard Confidential Information from unauthorized access or use

3. Exclusions

The obligations of confidentiality do not apply to information that:

- Is or becomes publicly available through no breach by the Employee
- Is lawfully received from a third party without restriction
- Is independently developed by the Employee without use of Company's Confidential Information
- Is required to be disclosed by law or governmental order, provided the Company is promptly notified

4. Return of Materials

Upon termination of employment or upon request, the Employee shall promptly return all materials containing Confidential Information and all copies thereof to the Company.

5. Duration

The Employeeâ€™s duty to maintain the confidentiality of Confidential Information remains in effect both during and after the termination of employment for a period of two (2) years or as otherwise required by law.

6. Miscellaneous

- Any breach of this Agreement will entitle the Company to seek injunctive and legal relief.
- This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements on this subject.
- This Agreement is governed by the laws of _____.

Employee Signature:

_____ Date: _____

Company Representative:

_____ Date: _____