

# Corporate Employee Secrecy Agreement

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

**Company Name:** \_\_\_\_\_

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

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

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## 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 Employee'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: \_\_\_\_\_