

Employee Confidentiality Agreement

This Employee Confidentiality Agreement ("Agreement") is made and entered into as of _____, by and between:

Company: _____

Employee: _____

1. Definition of Confidential Information

"Confidential Information" refers to any data or information, oral or written, disclosed to the Employee by the Company that is not generally known to the public, including but not limited to business operations, financial information, trade secrets, customer lists, business plans, and proprietary technology.

2. Obligations of Employee

- The Employee agrees to maintain the confidentiality of all Confidential Information and will not disclose it to any third party without prior written consent from the Company.
- The Employee shall use Confidential Information solely for the purpose of performing job responsibilities for the Company.
- The Employee will take reasonable steps to protect Confidential Information from unauthorized disclosure.

3. Exclusions

Confidential Information does not include information which:

- Is or becomes publicly known through no breach of this Agreement by the Employee;
- Is received from a third party without breach of any obligation of confidentiality;
- Is independently developed by the Employee without use of or reference to the Company's Confidential Information.

4. Return of Materials

Upon termination of employment or at the request of the Company, the Employee agrees to promptly return or destroy any documents or materials containing Confidential Information.

5. Term

This Agreement and the Employee's duty to hold Confidential Information in confidence shall remain in effect both during and after the term of employment.

6. Governing Law

This Agreement shall be governed and construed in accordance with the laws of _____.

Employee Signature

Date

Company Representative Signature

Date

