

Confidentiality Agreement for Executive Position

This Confidentiality Agreement ("Agreement") is made and entered into as of the date signed below by and between:

Company: _____

Address: _____

Executive: _____

Position: _____

1. Purpose

The Executive acknowledges that, as part of his/her employment, he/she will have access to confidential and proprietary information regarding the Company and its business.

2. Definition of Confidential Information

"Confidential Information" means all non-public information, in any form, including but not limited to: trade secrets, financial records, business strategies, personnel information, intellectual property, customer lists, and any other information identified as confidential by the Company.

3. Obligations

- The Executive shall keep all Confidential Information strictly confidential and shall not disclose it to any third party without prior written consent from the Company.
- The Executive shall use Confidential Information solely for the purpose of performing his/her job duties for the Company.
- The Executive shall take all reasonable measures to protect the confidentiality of such information.

4. Exclusions

This Agreement does not apply to information which:

- Is or becomes publicly available through no fault of the Executive;
- Is already lawfully in the Executive's possession before disclosure by the Company;
- Is independently developed by the Executive without use of Confidential Information;
- Is required to be disclosed by law or regulation, provided the Executive notifies the Company in advance.

5. Return of Information

Upon termination of employment or at any time upon request, the Executive shall promptly return to the Company all documents, materials, and other tangible embodiments of Confidential Information.

6. Non-Disclosure Duration

The obligations under this Agreement shall continue during and after the Executive's employment for a period of _____ (years) from the date of termination.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State/Province of _____.

Executive Signature

Date: _____

Company Representative

Date: _____