

Employee Confidentiality Agreement

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

Company: _____

Employee: _____

1. Definition of Confidential Information

"Confidential Information" includes all non-public information disclosed or made available to the Employee by the Company, either directly or indirectly, in writing, orally, or by inspection of tangible objects, including but not limited to proprietary information, trade secrets, processes, financial data, business plans, marketing strategies, product designs, source code, and client information.

2. Obligations of Employee

The Employee agrees to maintain the confidentiality of the Confidential Information and not to disclose, use, copy, or distribute any such information to any third party, except as expressly permitted by the Company and required to perform Employee's duties.

3. Exclusions

Confidential Information does not include information that is or becomes publicly known through no wrongful act of the Employee, is received by the Employee from a third party without restriction, or is independently developed by the Employee without reference to the Company's Confidential Information.

4. Return of Materials

Upon termination of employment or at the Company's request, the Employee will immediately return or destroy all materials containing Confidential Information, including all copies thereof.

5. Duration of Obligation

The duty to maintain the confidentiality of Confidential Information remains in effect both during and after the term of employment, unless and until the information no longer qualifies as Confidential Information.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction of

_____.

Employee Signature:

Date:

Company Representative Signature:

Date:
