

# Basic Confidential Information Agreement

This Confidential Information Agreement ("Agreement") is entered into between [Company Name] ("Company") and the employee, [Employee Name] ("Employee"), as of [Date].

## 1. Definition of Confidential Information

"Confidential Information" means any non-public information, in any form, disclosed to or obtained by Employee during the course of employment, including but not limited to business strategies, customer data, financial information, trade secrets, technical data, and other proprietary information.

## 2. Obligation of Confidentiality

- Employee shall not disclose, use, or allow the use of Confidential Information for any purpose other than as required by their employment with the Company.
- Employee shall take reasonable steps to protect and prevent unauthorized disclosure of Confidential Information.

## 3. Exclusions

This Agreement does not apply to information that:

- Is or becomes publicly available without breach of this Agreement;
- Is received lawfully from a third party without restriction;
- Is independently developed by Employee without reference to Company's Confidential Information; or
- Is required to be disclosed by law, provided Employee gives prompt notice to the Company.

## 4. Return of Materials

Upon termination of employment or upon the Company's request, Employee shall promptly return all documents and materials containing Confidential Information.

## 5. Duration

Employee's obligations regarding Confidential Information remain in effect during and after termination of employment.

## 6. General Provisions

This Agreement constitutes the entire understanding between the parties regarding confidentiality. Any amendments must be made in writing and signed by both parties.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Representative Signature

Date \_\_\_\_\_