

# Employee Confidentiality Agreement

This Employee Confidentiality Agreement (the "Agreement") is entered into as of \_\_\_\_\_ (Date), by and between:

**Employer:** \_\_\_\_\_

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

## 1. Confidential Information

For purposes of this Agreement, "Confidential Information" means all non-public information disclosed, in any form, to the Employee by the Employer, including but not limited to business operations, strategies, customer information, and trade secrets.

## 2. Obligations of Confidentiality

The Employee agrees not to disclose, use, or permit the use of any Confidential Information outside the course of their employment with the Employer, without prior written consent from the Employer.

## 3. Exclusions

Confidential Information does not include information that is (i) publicly available through no fault of the Employee, (ii) rightfully received from a third party without duty of confidentiality, or (iii) independently developed by the Employee without use of the Employer's Confidential Information.

## 4. Return of Materials

The Employee will return all documents and materials containing Confidential Information upon the termination of employment or at the Employer's request.

## 5. Term

This Agreement remains in effect during and after employment with the Employer.

## 6. Governing Law

This Agreement will be governed by the laws of the State of \_\_\_\_\_.

## 7. Acknowledgment

By signing below, the Employee acknowledges and agrees to the terms and conditions outlined in this Agreement.

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

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

\_\_\_\_\_  
Employer Representative

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

