

Employee Confidentiality Agreement

Date:

Employer (the "Disclosing Party"):

Employee (the "Receiving Party"):

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed by the Employer to the Employee that is not generally known to the public and that the Employee understands is proprietary.

2. Obligations of Receiving Party

1. The Employee shall not disclose Confidential Information to any third party without the prior written consent of the Employer.
2. The Employee shall take all reasonable precautions to protect the confidentiality of the Confidential Information.
3. The Employee shall not use the Confidential Information for any purpose except as required in the course of employment.

3. Exclusions

Confidential Information does not include information that:

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

4. Duration

This Agreement and the Employee's duty to hold Confidential Information in confidence shall remain in effect

during the term of employment and for a period of _____ years following termination of employment.

5. Return of Materials

Upon termination of employment, the Employee shall return all documents and materials containing or embodying Confidential Information.

6. General Provisions

1. This Agreement does not create any obligation to disclose any particular information.

2. This Agreement is governed by the laws of _____.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Employer Signature

Print Name

Employee Signature

Print Name