

# Employee Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is entered into between the undersigned Employee and [Company Name], effective as of the date signed below.

## 1. Definition of Confidential Information

"Confidential Information" refers to any data or information, oral or written, disclosed to the Employee by the Company, including but not limited to: business plans, financial records, client information, employee information, strategies, inventions, processes, and other proprietary data not available to the public.

## 2. Obligations of Employee

1. The Employee agrees to maintain the strict confidentiality of all Confidential Information.
2. The Employee shall not disclose, copy, or use any Confidential Information for any purpose other than as required in their role with the Company, without prior written consent.
3. Upon termination or request, all Confidential Information in the Employee's possession will be returned to the Company.

## 3. Exclusions

The obligations herein do not apply to information that is:

- Publicly available through no fault of the Employee,
- Rightfully received from a third party without duty of confidentiality,
- Independently developed by the Employee without use of Confidential Information.

## 4. Term

This Agreement remains in effect both during and after the term of employment, with respect to all Confidential Information disclosed.

## 5. Acknowledgment

The Employee acknowledges understanding of this Agreement and agrees to comply with its terms.

Employee Name

Position/Title

Company Name

Employee Signature

Date

