

Employee Confidentiality Agreement

This Employee Confidentiality Agreement ("Agreement") is made and entered into as of , by and between ("Employer") and ("Employee").

1. Confidential Information

For purposes of this Agreement, "Confidential Information" means all non-public information, in any form or medium, disclosed to Employee by Employer, including but not limited to business strategies, customer lists, financial information, trade secrets, processes, technical data, and any other proprietary information.

2. Obligations of Employee

- Employee agrees to hold all Confidential Information in strict confidence.
- Employee will not disclose Confidential Information to any third party without the prior written consent of Employer.
- Employee shall not use Confidential Information for any purpose other than in connection with their employment.

3. Exclusions

The obligations above do not apply to information that:

1. Is or becomes publicly known through no breach of this Agreement;
2. Is received from a third party without breach of any obligation of confidentiality;
3. Is independently developed without use of Confidential Information; or
4. Is required to be disclosed by law or court order.

4. Return of Materials

Upon termination of employment, Employee will promptly return to Employer all materials containing Confidential Information.

5. Term

This Agreement will remain in effect both during and after the term of Employee's employment as to all Confidential Information not made public by Employer.

6. General Provisions

- This Agreement shall be governed in accordance with the laws of .
- Any amendment to this Agreement must be in writing and signed by both parties.

Employer Signature:

Employee Signature:

Name:

Name:

Date:

Date: