



# Employee Confidentiality Agreement

This Confidentiality Agreement ("**Agreement**") herein is made between \_\_\_\_\_ ("**Employee**") and \_\_\_\_\_ ("**Company**") effective on the first day of employment which is \_\_\_\_\_ ("**Effective Date**").

During employee's employment with \_\_\_\_\_, the employee shall have access to and gain knowledge regarding confidential and proprietary information belonging to the Company. The term "Confidential Information" is belowmentioned and refers to any information related to the Company which is not known by general public.

## I. Confidential Information

- The Employee understands that the Confidential Information means confidential and/or proprietary information which is disclosed to the employee or which the employee learns during the course of or as a result of employment with the Company. It is information not generally known by the public or to others who can obtain economic value from disclosure or use of the Confidential Information.
- All information learned or gained during the course of employment in the Company shall be deemed confidential unless it is expressly stated to be non-confidential.
- Confidential Information includes but is not limited to, any information that is technical, financial, customer, business or other information owned by or licensed to the Company or any of its clients, customers, or vendors, customer lists, pricing data, supply sources, production techniques, computerized data, maps, production methods, product design information, written material, drawings, photographs, layouts, computer programs, software, firmware, inventions, discovery, improvement, development, tools, machines, designs, works of authorship, logos, promotional ideas, concepts, formulae, market information, trade secrets, information related to current or proposed research and development, organization charts, advertising materials, financial records and reports of the Company or any enterprise affiliated with the Company, inventions, patents, inventions that are patentable and works subject to copyright protection, copyrighted materials, and performance standards.
- Information that does not qualify as Confidential Information are:

- Information that has been gained by the Employee from another resource than the Company without any confidentiality restriction or any other restrictions;
- Information that has already been disclosed and the disclosure is not attributable to the Employee at the time or after the Employee gained such information;
- Information that is being published to the press without being under any confidentiality restriction.
- Confidential Information also includes information that can reasonably be understood by the Employee because of the nature of the information itself to be Confidential Information regardless of whether such information is marked "Confidential".
- The Employee agrees not to use any Confidential Information gained during the course of employment for their personal benefit or for the benefit of the others.
- The Employer agrees that \_\_\_\_\_ shall not use disclose, publish or use for the third party benefits, shall act in the same careful and protective manner as protecting \_\_\_\_\_ own personal information, during the term of this Agreement herein or after.
- The Confidential Information cannot be copied or saved for the future references by the Employee by using all existing methods in other environment. Furthermore, the Confidential Information cannot be used for the benefit of the Companies that the Employer works or will be working for.
- The Employer agree to promptly return and/or delete permanently all Confidential Information upon the earlier of the Company's request or the termination of \_\_\_\_\_ employment.
- The Employee agrees Confidential Information is an exclusive property of the Employer and the Employee shall not remove it from the premises of the Employer under any circumstances, unless granted prior written approval by the Employer.
- The Employee agrees that the confidentiality restrictions stated herein in this Agreement shall be effective during the employment and after the termination of this Agreement herein for an indefinite period of time.

## **Article 2 - Intellectual Property**

- The Employee agrees that the Employer has all the right, title and interest to all discoveries, improvements and inventions that the Employee has done during the course of the employment. The Employee agrees to promptly and fully disclose to the Company any Confidential Information regarding any design, creation, or development including but not limited to any information which is patentable or subject to copyright protection or which may be protected as a trade secret.
- The Employee agrees to disclose to the Company any patent or copyright applications or steps taken to protect intellectual property which the Employee may file during the one year period following the termination of employment. Any such applications filed within one year following the last day of employment are presumed to be Confidential Information of the Company.

### **Article 3 - Disclosure to the Government**

- The Employee is permitted by federal law to disclose confidential information if the Employee is in complete confidence either directly or indirectly to a federal, state or local government agency or to an attorney in solely such cases:
  - For the purposes of reporting or investigating a suspected violation of applicable law;
  - In the context of a complaint or other document filed under seal in a lawsuit or other proceeding.

### **Article 4 - Non-Compete**

- During the time period that the Employee is employed by the Company, the Employee agrees not to engage with the business competition without the Company's prior written consent.
- The Employee agrees that \_\_\_\_\_ will not, at any time during, or for any period of time after the termination of employment, or Employee's resignation from employment, make use of or divulge to any other person, firm or corporation any confidential or proprietary information concerning the business or policies of the Company, any of its subsidiaries or their affiliates.

### **Article 5 - Miscellaneous**

- The Employer agrees that the provisions of this Agreement are severable for enforcement purposes, and if any one or more provisions are unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.
- This Agreement shall be interpreted under and governed by the Laws of \_\_\_\_\_.
- This Agreement executes the entire agreement between the Company and the Employee in relation to the subject matter and supersedes any previous agreements between both parties in relation to the confidentiality.

**Employee**

**Company**

**Date**

**Date**

**Address**

**Address**

**Signature**

**Signature**

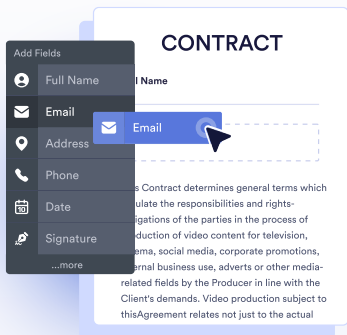


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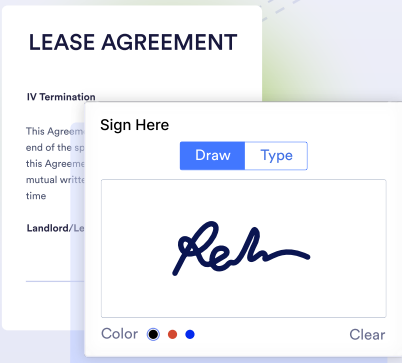
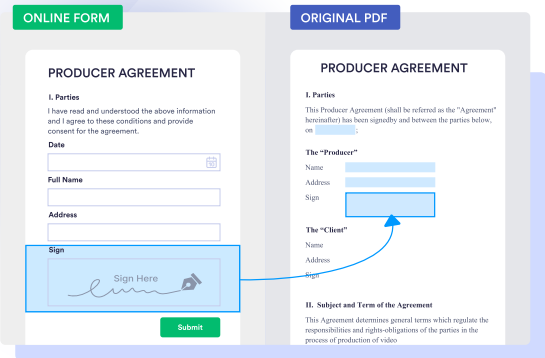
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