

# EMPLOYEE CONFIDENTIALITY AGREEMENT

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This Employee Confidentiality Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. corporation] with its principal place of business at [COMPANY ADDRESS] (the "**Company**"); and

[EMPLOYEE FULL NAME], an individual residing at [EMPLOYEE ADDRESS] (the "**Employee**").

The Company and the Employee are each a "**Party**" and together the "**Parties**."

**Recitals.** The Employee is or will be employed by the Company and, in the course of that employment, will have access to confidential, proprietary, and trade-secret information belonging to the Company, its clients, and its business partners. The Company is willing to grant the Employee that access only on the condition that the Employee protects such information. In consideration of the Employee's employment or continued employment, the compensation and benefits paid, and the access granted, and for other good and valuable consideration, the Parties agree as follows.

## 1. Definitions

**1.1 Confidential Information.** "**Confidential Information**" means all non-public information, in any form, that the Employee learns, accesses, or develops in connection with employment, including business and marketing plans, pricing, financial data, customer and prospect lists, supplier terms, source code, designs, formulas, processes, know-how, personnel data, and any information of a third party that the Company is obligated to keep confidential.

**1.2 Trade Secret.** "**Trade Secret**" means any Confidential Information that derives independent economic value from not being generally known and that is the subject of reasonable efforts to maintain its secrecy, as that concept is defined under applicable state and federal law.

**1.3 Company.** "**Company**" includes the Company's parents, subsidiaries, and affiliates for purposes of the confidentiality obligations in this Agreement.

**1.4 Work Product.** "**Work Product**" means all materials, inventions, and deliverables the Employee creates, conceives, or contributes to within the scope of employment or using Company resources.

## 2. Confidentiality Obligations

**2.1 Non-disclosure.** The Employee will hold all Confidential Information in strict confidence and will not disclose it to any person outside the Company except as required to perform assigned duties or as authorized in writing by the Company.

**2.2 Non-use.** The Employee will use Confidential Information solely for the benefit of the Company and only as necessary to perform assigned duties. The Employee will not use Confidential Information for the Employee's

own benefit or the benefit of any third party.

**2.3 Standard of care.** The Employee will protect Confidential Information using at least the degree of care a reasonable person would use to protect their own most sensitive information, and will comply with all Company security policies, including those governing devices, passwords, and access controls.

**2.4 Internal handling.** The Employee will access Confidential Information only on a need-to-know basis, store it only on approved systems, and not copy, transmit, or remove it from Company premises or systems except as required for work and permitted by Company policy.

### 3. Exclusions and Permitted Disclosures

**3.1 Exclusions.** This Agreement does not apply to information that: (a) is or becomes public through no fault of the Employee; (b) was lawfully known to the Employee, free of confidentiality restrictions, before disclosure by the Company; or (c) is rightfully received from a third party without restriction.

**3.2 Compelled disclosure.** If the Employee is legally compelled to disclose Confidential Information, the Employee will, to the extent legally permitted, promptly notify the Company so it may seek a protective order, and will disclose only the portion legally required.

**3.3 Protected activity.** Nothing in this Agreement limits the Employee's right to report possible violations of law to a government agency, to participate in an agency investigation, or to engage in any other activity protected by applicable law. The Employee is not required to notify the Company before doing so.

**3.4 Immunity notice.** Under the federal Defend Trade Secrets Act, an individual may not be held criminally or civilly liable under any federal or state trade-secret law for disclosing a trade secret that is made (a) in confidence to a government official or attorney solely to report or investigate a suspected violation of law, or (b) in a complaint or other document filed under seal in a lawsuit or other proceeding.

### 4. Third-Party and Prior Obligations

**4.1 Third-party information.** The Employee will treat information entrusted to the Company by clients, vendors, and other third parties with the same care as Company Confidential Information and consistent with any applicable third-party agreement.

**4.2 No conflicting obligations.** The Employee represents that performance of this Agreement and of assigned duties does not and will not breach any agreement with, or duty owed to, any former employer or other party.

**4.3 No use of others' secrets.** The Employee will not bring to the Company, use, or disclose any confidential information or trade secrets of any former employer or other third party without authorization.

### 5. Return of Materials

**5.1 On request or separation.** On the Company's request or on the termination of employment for any reason, the Employee will promptly return or, at the Company's direction, destroy all Confidential Information and all property of the Company in the Employee's possession or control, including documents, devices, and electronic files.

**5.2 No retained copies.** The Employee will not retain any copies of Confidential Information in any form, including on personal devices or accounts, except as required by law and subject to continuing confidentiality.

**5.3 Certification.** On request, the Employee will certify in writing compliance with this Section.

### 6. Work Product and Inventions

**6.1 Ownership.** All Work Product is the sole property of the Company. To the extent it qualifies, Work Product is a "work made for hire" under applicable copyright law.

**6.2 Assignment.** The Employee assigns to the Company all right, title, and interest in Work Product and will, at the Company's expense, sign documents and take reasonable actions needed to perfect and enforce the Company's rights.

**6.3 State-law carve-out.** This Section does not apply to any invention that qualifies for protection under any applicable state statute that limits assignment of inventions developed entirely on the Employee's own time without using Company resources and unrelated to the Company's business. **[Confirm with counsel whether your state requires a specific written notice of this carve-out.]**

## 7. Term and Survival

**7.1 Duration.** The Employee's obligations begin on the Effective Date and continue during employment and after it ends.

**7.2 Survival period.** Obligations regarding Confidential Information continue for so long as the information remains confidential. Obligations regarding Trade Secrets continue for as long as the information qualifies as a Trade Secret under applicable law.

## 8. Remedies

**8.1 Injunctive relief.** The Employee acknowledges that a breach may cause irreparable harm for which money damages are inadequate, and that the Company is entitled to seek injunctive relief in addition to any other remedy, without the need to post a bond except as required by law.

**8.2 Other remedies.** The Company's remedies are cumulative. Pursuing one remedy does not waive any other remedy available at law or in equity.

## 9. General Provisions

**9.1 At-will status.** This Agreement does not create a contract of employment for any specific term and does not alter the at-will nature of employment, if applicable.

**9.2 Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

**9.3 Assignment.** The Company may assign this Agreement to a successor. The Employee may not assign it.

**9.4 Severability.** If any provision is unenforceable, a court may modify it to the minimum extent necessary to make it enforceable, and the remaining provisions stay in effect.

**9.5 Waiver.** The Company's failure to enforce a provision is not a waiver of that or any other provision.

**9.6 Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and supersedes prior understandings on that subject. It may be amended only in a writing signed by both Parties.

**9.7 Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**COMPANY****EMPLOYEE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: **[NAME]**Printed name: **[EMPLOYEE NAME]**Title: **[TITLE]**

Title: N/A

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

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

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