Employee Confidentiality and Non-Disclosure Agreement

Sign at or before the start of employment, ideally sent with the offer letter. For existing employees, many states require something of value in exchange (such as a raise or bonus) for a new agreement; check with counsel. Do not add non-compete terms to this document.

PARTIES

This Confidentiality and Non-Disclosure Agreement ("Agreement") is made on [Date] between [Company Legal Name], with its principal office at [Company Address] ("Company"), and [Employee Full Name] ("Employee"), in connection with Employee's employment as [Job Title] beginning on [Start Date]. Employee's employment, compensation and access to Confidential Information are consideration for this Agreement.

1. CONFIDENTIAL INFORMATION

"Confidential Information" means non-public information that Employee learns or creates in the course of employment and that Company treats as confidential, including: customer and client lists, contact details and account terms; pricing, margins, bids and financial information not publicly reported; business plans, forecasts and acquisition plans; product designs, source code, algorithms, processes and technical data; candidate and employee personal data held by Company in its HR or recruiting systems; vendor terms; and trade secrets as defined by applicable law.

Confidential Information does not include information that (a) is or becomes publicly available through no breach by Employee, (b) Employee knew before employment without a confidentiality obligation, (c) Employee lawfully receives from a third party without restriction, or (d) is general skill, knowledge and experience Employee gains in the job.

2. EMPLOYEE OBLIGATIONS

During and after employment, Employee will (a) use Confidential Information only to perform Employee's job for Company; (b) not disclose it to anyone outside Company except as authorized in writing or as allowed in Section 4; (c) follow Company's information security and data protection policies; and (d) not copy Confidential Information to personal devices, personal email or personal cloud accounts except as permitted by Company policy.

3. DURATION

Employee's obligations for Confidential Information continue for [2 / 3 / 5] years after employment ends. Obligations for trade secrets continue for as long as the information remains a trade secret under applicable law. Obligations for personal data continue for as long as Company is required by law to protect it.

4. PERMITTED DISCLOSURES AND PROTECTED RIGHTS

Nothing in this Agreement prohibits or restricts Employee from: (a) reporting possible violations of law to, filing a charge with, or participating in an investigation by any government agency, including the Equal Employment Opportunity Commission, National Labor Relations Board, Occupational Safety and Health Administration, Securities and Exchange Commission or any state or local agency, without

notice to Company; (b) receiving an award from a government agency for information provided; (c) discussing or disclosing wages, hours or other terms and conditions of employment, or engaging in other activity protected by Section 7 of the National Labor Relations Act; (d) discussing or disclosing information about unlawful acts in the workplace, such as harassment, discrimination or any other conduct Employee reasonably believes is unlawful; (e) testifying truthfully in a legal proceeding; or (f) making any disclosure required by law or court order, after giving Company prompt notice where legally allowed.

Defend Trade Secrets Act notice: Under 18 U.S.C. section 1833(b), an individual will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (i) in confidence to a federal, state or local government official, directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if the filing is made under seal. An individual who files a lawsuit for retaliation for reporting a suspected violation of law may disclose the trade secret to their attorney and use it in the court proceeding if the document containing the trade secret is filed under seal and is not disclosed except under court order.

5. PRIOR EMPLOYER INFORMATION

Employee will not bring to Company, or use in performing their job, any confidential information or trade secrets belonging to a former employer or other third party. Employee confirms that signing this Agreement and performing the job does not breach any agreement with a former employer, except as disclosed here: [None / describe].

6. RETURN OF PROPERTY

When employment ends, or earlier on request, Employee will return all Company property and Confidential Information in any form, including laptops, phones, badges, documents and files, and will permanently delete Company information from any personal device or account after returning a copy to Company. Employee will confirm in writing that this has been done.

7. REMEDIES

Employee agrees that unauthorized use or disclosure of Confidential Information may cause Company harm that money damages cannot fully remedy, and that Company may seek injunctive relief in addition to other remedies available by law.

8. GENERAL TERMS

This Agreement does not change the at-will nature of Employee's employment. It is governed by the laws of the State of [State where Employee primarily works]. If a court finds any provision unenforceable, the court may modify it to the minimum extent necessary and the remainder stays in effect. This Agreement is the entire agreement on its subject, may be changed only in a signed writing, and survives the end of employment. Employee acknowledges having had the opportunity to read this Agreement and ask questions before signing.

SIGNATURES

Employee printed name

Employee signature

Date

Date

Company representative name and title

Company signature

Date

Date