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# Employee Confidentiality Agreement

An agreement requiring an employee to protect the employer's confidential information during and after employment.

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

Acme Corporation, with its principal place of business at 123 Main Street, City, State (the "Company");

and

Jane Doe, holding the position of Software Engineer (the "Employee").

## Recitals

WHEREAS, the Employee is or will be employed by the Company and will have access to Confidential Information in the course of their employment;

WHEREAS, the Company wishes to protect its Confidential Information and trade secrets;

NOW, THEREFORE, in consideration of the Employee's employment or continued employment with the Company and other good and valuable consideration, the Parties agree as follows:

## 1. Definition of Confidential Information

"Confidential Information" means all non-public information related to the Company's business, operations, products, and services, whether written, oral, electronic, or observed, including but not limited to: trade secrets, proprietary technology, source code, algorithms, product roadmaps, business strategies, financial information, customer lists, vendor relationships, pricing data, marketing plans, employee information, and any other information that the Company treats as confidential.

Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement; (b) was known to the Employee prior to employment without any obligation of confidentiality; or (c) is independently developed by the Employee outside of their employment without use of Confidential Information.

## 2. Confidentiality Obligations

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The Employee agrees to:

- (a) hold all Confidential Information in strict confidence and not disclose it to any person or entity outside the Company without prior written authorization;
- (b) use Confidential Information solely for the purpose of performing their duties as an employee of the Company;
- (c) take all reasonable measures to prevent unauthorized disclosure or use of Confidential Information;
- (d) immediately notify the Company of any unauthorized disclosure or suspected breach of this Agreement;
- (e) not copy, reproduce, or store Confidential Information on personal devices or accounts unless expressly authorized by the Company.

### **3. Intellectual Property Assignment**

The Employee agrees that all inventions, discoveries, improvements, works of authorship, software, designs, and other intellectual property (collectively, "Work Product") created, conceived, or developed by the Employee during the course of their employment, or using the Company's resources or Confidential Information, shall be the sole and exclusive property of the Company. The Employee hereby assigns to the Company all rights, title, and interest in and to such Work Product.

### **4. Return of Materials**

Upon termination of employment for any reason, or upon the Company's request at any time, the Employee shall promptly return to the Company all documents, files, records, equipment, and any other materials containing or relating to Confidential Information, and shall permanently delete all electronic copies of Confidential Information from personal devices and accounts.

### **6. Survival**

The Employee's obligations under this Agreement shall survive the termination of their employment for a period of 2 years. With respect to trade secrets, the obligations shall continue for as long as the information remains a trade secret under applicable law.

### **7. Remedies**

The Employee acknowledges that any breach of this Agreement may cause irreparable harm to the Company for which monetary damages would be an inadequate remedy. The Company shall be entitled to seek

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injunctive relief and specific performance in addition to all other remedies available at law or in equity.

**8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of State of Delaware, without regard to its conflicts of law provisions.

**9. Entire Agreement**

This Agreement constitutes the entire agreement between the Company and the Employee regarding confidentiality and supersedes all prior agreements on this subject. This Agreement may only be modified by a written instrument signed by both Parties.

**SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

**Employer**

**Employee**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_