

## EMPLOYEE CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** is entered into as of \_\_\_\_\_ (“Effective Date”), (Insert Company Name), (hereinafter, the “Company”), and (Insert Name), (hereinafter, the “Employee”).

**WHEREAS**, the Company and the Employee (hereinafter referred to as the party and/or the parties) are entering into an arrangement for Employee to perform services for Company which may require Company to disclose confidential and proprietary information ("Confidential Information ") to Employee;

**NOW, THEREFORE**, in consideration of the promises recited herein, each party hereto agrees to disclose and to receive information as applicable in a manner consistent with the following provisions:

1. " Confidential Information " shall mean any and all information, know-how and data, technical or non-technical, or description concerning any matters affecting or relating to Employee's services for Company, the business or operations of Company, and/or the products, drawings, plans, processes, or other data of Company disclosed or provided by Company to the Employee, whether disclosed or provided in oral, written, graphic, photographic, electronic or any other form.
2. The Employee agrees to:
  - A. Hold the Confidential Information received from Company in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others;
  - B. Not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so by Company.
  - C. Employee will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for Company.
  - D. Employee will, upon the request or upon termination of his/her relationship with Company, deliver to Company any drawings, notes, documents, equipment, and materials received from Company or originating from its activities for Company.
3. Company shall have the sole right to determine the treatment of any information that is q part or project specific received from Employee, including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name or to follow any other procedure as Company may deem appropriate.
4. The Employee agrees not to file any patent applications claiming any information, developments, discoveries, technologies, inventions and the like arising from the use of Confidential Information or that could not have been made, developed or discovered but for access to Confidential Information.
5. Should any court of competent jurisdiction later consider any provisions of this Agreement to be invalid, illegal, or unenforceable, such provisions shall be considered severed from this Agreement. All other provisions, rights, and obligations shall continue without regard to the severed provision, provided that the remaining provisions of this Agreement are in accordance with the intentions of the parties.

6. Nothing in this Agreement shall be construed as a promise of continued employment for any specific period of time.
7. Nothing in this Agreement modifies or alters the 'at-will' nature of employee's employment.
8. Violation of this Agreement will subject Employee to disciplinary action according to Employer's disciplinary policy, up to and including termination.

The foregoing has been agreed to and accepted by each party whose signatures appear below.

**AGREED:**

**(Insert Company Name)**

**[EMPLOYEE NAME]**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
**(Employee's printed name)**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date