

This document involves employment or workplace-compliance obligations that vary by state and by employer size. It is a general starting point only — not legal advice — and should be reviewed by an employment attorney licensed in your state before use.

Employee Confidentiality Agreement

This Agreement is entered into as of [Date] between [Company name] ("Company") and [Employee name] ("Employee").

1. Confidential Information

"Confidential Information" means non-public information Employee learns or creates during employment relating to Company's business, including trade secrets, business plans, financial information, customer and vendor lists, pricing, and technical or product information.

2. Obligations

Employee agrees to: (a) use Confidential Information only to perform Employee's job duties; (b) protect it with reasonable care; and (c) not disclose it to anyone outside Company without authorization, both during employment and after it ends.

3. Exclusions

Confidential Information does not include information that is: publicly available through no fault of Employee; already known to Employee without an obligation of confidence; or required to be disclosed by law (Employee will give Company reasonable notice before complying where legally permitted).

4. Protected Activity

Nothing in this Agreement prohibits Employee from reporting possible violations of law to a government agency, participating in a government investigation, or discussing wages, hours, or working conditions with coworkers, to the extent protected by law.

5. Return of Materials

Upon request or upon separation, Employee will return all documents, devices, and other materials containing Confidential Information.

6. Remedies

Employee acknowledges that a breach of this Agreement may cause harm that is difficult to remedy with money alone, and that Company may seek injunctive relief in addition to any other available remedy.

7. Governing Law

This agreement is governed by the laws of the State of [State].

Signatures

By signing below, each party agrees to these terms.

[Employee name] ("Employee")

Signature: _____ Printed name: _____ Date: _____

[Employer name] ("Company, by")

Signature: _____ Printed name: _____ Date: _____

This template is a general starting point, not legal advice — customize it and have it reviewed for your situation.