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#3 EMPLOYEE CONFIDENTIALITY AGREEMENT

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

Employer: [PARTY A COMPANY], a [PARTY A ENTITY TYPE] with a principal place of business at [PARTY A ADDRESS] ("Employer")

Employee: [PARTY B NAME], an individual residing at [PARTY B ADDRESS] ("Employee")

This Agreement is a condition of Employee's employment with Employer and is entered into in consideration of that employment, access to Confidential Information, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

1. Confidential Information

"Confidential Information" means any and all non-public information relating to Employer's business, operations, clients, or personnel that Employee receives, accesses, or creates in the course of employment, regardless of whether it is marked or designated as confidential. Confidential Information includes but is not limited to: trade secrets, business strategies, financial data, customer and vendor lists, pricing information, product specifications, software and source code, marketing plans, personnel information, and any other proprietary information of Employer or its clients.

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of Employee; (b) Employee can demonstrate was known to Employee prior to employment through legitimate means; or (c) Employee is required to disclose by applicable law or court order, provided Employee gives Employer prompt written notice and cooperates in seeking a protective order.

2. Employee's Obligations

During employment and at all times thereafter, Employee agrees to: (a) hold all Confidential Information in strict confidence; (b) not disclose any Confidential Information to any person outside of Employer without prior written authorization from Employer; (c) use Confidential Information only as necessary to perform assigned job duties; (d) not reproduce, copy, or distribute any Confidential Information except as required by assigned duties; and (e) immediately notify Employer of any known or suspected unauthorized disclosure or use of Confidential Information.

3. Intellectual Property and Work Product

All work product, inventions, discoveries, improvements, software, content, and other intellectual property conceived, created, or developed by Employee during the course of employment, whether alone or with others, and whether or not during working hours, that relate to Employer's current or reasonably anticipated business, research, or development ("Work Product") shall be the sole and exclusive property

of Employer and are deemed works made for hire to the fullest extent permitted by applicable law.

To the extent any Work Product does not qualify as a work made for hire, Employee hereby irrevocably assigns all right, title, and interest in and to such Work Product to Employer, without further compensation. Employee shall promptly disclose all Work Product to Employer and shall execute any documents and take any actions reasonably requested by Employer to perfect Employer's ownership rights.

[NOTE: Intellectual property assignment and works-made-for-hire provisions vary significantly by state, particularly regarding inventions developed on personal time or without use of Employer resources. Several states, including California, Delaware, Illinois, Minnesota, North Carolina, and Washington, have statutes limiting the scope of employer IP assignment clauses. Consult a licensed attorney in [GOVERNING LAW STATE] before relying on this provision.]

4. Prior Inventions

Employee represents and warrants that Employee has disclosed to Employer, on a schedule attached hereto as Exhibit A, all inventions, original works of authorship, developments, improvements, and trade secrets conceived or made by Employee prior to the commencement of employment that Employee wishes to exclude from this Agreement ("Prior Inventions"). If no such schedule is attached, Employee represents that there are no Prior Inventions to disclose.

5. Non-Solicitation

During employment and for a period of [NON-SOLICIT PERIOD] following termination for any reason, Employee agrees not to: (a) solicit, recruit, or encourage any employee or contractor of Employer to terminate their relationship with Employer; or (b) solicit any customer or client of Employer with whom Employee had material contact during the last two years of employment, for the purpose of providing competing products or services.

[NOTE: Non-solicitation enforceability varies by state. Some states impose strict limitations or prohibitions. Consult a licensed attorney in [GOVERNING LAW STATE] before relying on this provision.]

6. Return of Property

Upon termination of employment for any reason, or upon Employer's earlier written request, Employee shall immediately return to Employer all property belonging to Employer, including all documents, files, equipment, devices, and any materials containing or reflecting Confidential Information, whether in physical or electronic form. Employee shall not retain any copies of Confidential Information following termination.

7. Injunctive Relief

Employee acknowledges that any breach of this Agreement would cause irreparable harm to Employer for which monetary damages would be an inadequate remedy. Accordingly, Employer shall be entitled to seek injunctive relief and specific performance without the requirement of posting a bond or other security, in addition to all other remedies available at law or in equity.

8. Survival

The obligations set forth in Sections 1, 2, 3, 5, 6, and 7 of this Agreement survive termination of employment for any reason and shall remain in full force and effect indefinitely, or for such lesser period as

may be required by applicable law.

9. Governing Law

This Agreement shall be governed by the laws of [GOVERNING LAW STATE], without regard to its conflict of laws principles. Any disputes arising under or related to this Agreement shall be resolved exclusively in the state or federal courts of [DISPUTE RESOLUTION COUNTY], [GOVERNING LAW STATE].

10. General Provisions

10.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding confidentiality and intellectual property and supersedes all prior oral or written understandings on these topics.

10.2 Amendments. This Agreement may only be amended by a written instrument signed by both Parties.

10.3 Severability. If any provision is found invalid or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

10.4 Counterparts. This Agreement may be signed in counterparts, including electronic counterparts, each of which shall be deemed an original.

10.5 No Waiver. Failure to enforce any provision shall not constitute a waiver of that or any other provision of this Agreement.

EMPLOYER

Signature: _____

Print Name: _____

Title: _____

Company: _____

Date: _____

EMPLOYEE

Signature: _____

Print Name: _____

Title: _____

Company: _____

Date: _____

This template should be reviewed by a licensed attorney before signing. ReadMyContractNow.com | Not legal advice.