

EMPLOYEE CONFIDENTIALITY AGREEMENT

Agreement No.: ECA-0001
Date: [DD/MM/YYYY]
Effective date: [DD/MM/YYYY]

[Your Business Name]

[Street address, City, Postcode]
[Email] · [Phone]
[Tax / VAT / GST registration no.]

EMPLOYER

[Company legal name]
[Address]
[Manager name, title]
[Email]

EMPLOYEE

[Employee full name]
[Address]
[Job title]
[Email]

The Employee will have access to the Employer's Confidential Information in the course of employment and agrees to protect it during and after employment.

1. Confidential Information

"Confidential Information" means any business, customer, employee, technical and financial information that one party shares with the other in connection with the Purpose, in any form, including [examples: client lists, pricing, product plans, source code, login credentials].

2. Exclusions

Confidential Information does not include information that is or becomes public through no fault of the receiving party, was already lawfully known to it, is received from a third party without a duty of confidentiality, or is independently developed without using the Confidential Information.

3. Obligations

- The Employee will use the Confidential Information only for the Purpose.
- The Employee will not disclose it to anyone except its staff and advisers who need to know it and are bound by similar confidentiality duties.
- The Employee will protect it with at least the care it uses for its own confidential information, and no less than reasonable care.

4. Company Property

Documents, devices, accounts and files the Employee uses for work belong to the Employer and must be returned when employment ends.

5. Duration

These obligations apply during employment and continue for [2] years after it ends, and for trade secrets for as long as they remain trade secrets.

6. Local Law

Employment law differs between countries, and in some, such as India, restrictions on working for others after employment ends are generally not enforceable. This agreement covers confidentiality only.

7. Disclosure Required by Law

If the law or a court requires disclosure, the receiving party may disclose only what is required and, where allowed, will tell the disclosing party first.

8. Remedies

A breach may cause harm that money alone cannot fix, so the disclosing party may seek an injunction or other relief in addition to any other remedy available.

9. General

This agreement is governed by the laws of [State / Country], and the courts of [City] have jurisdiction. It is the whole agreement on this subject and can only be changed in writing signed by both parties.

Signatures

By signing below, both parties agree to the terms of this agreement.

FOR EMPLOYER

Name: _____

Title: _____

Signature: _____

Date: _____

FOR EMPLOYEE

Name: _____

Title: _____

Signature: _____

Date: _____