This Confidentiality Agreement (“Agreement”) is made between ABS Company (“Employer”) and David Brown (“Employee”) (collectively, the “Parties”) to protect the Employer’s confidential and proprietary information.

1. **Definitions**  
   *Confidential Information* includes all non-public data, materials, business plans, financial records, trade secrets, client lists, marketing strategies, intellectual property, and any other information disclosed by the Employer to the Employee, whether orally, in writing, electronically, or otherwise.
2. **Employee Obligations**  
   David Brown agrees to:

* Maintain all Confidential Information in strict confidence.
* Use such information solely for purposes related to his employment at ABS Company.
* Restrict access to Confidential Information only to authorized personnel within ABS Company.
* Refrain from disclosing Confidential Information to any third party without prior written authorization from ABS Company.

1. **Duration of Confidentiality**  
   The duties of confidentiality shall commence on the date of signature and shall continue indefinitely, surviving the termination of David Brown’s employment with ABS Company.
2. **Exceptions**  
   Confidential Information does not include information that:

* Is or becomes publicly known through no fault of the Employee.
* Was known to the Employee prior to disclosure by the Employer.
* Is independently developed by the Employee without use of or reference to the Employer’s Confidential Information.
* Is lawfully obtained from a third party without restriction.

1. **Consequences of Breach**  
   Any unauthorized disclosure or misuse of Confidential Information may result in disciplinary action, including termination, legal action for damages, and injunctive relief.
2. **Protection of Trade Secrets and Intellectual Property**  
   All trade secrets and intellectual property rights disclosed or developed during the course of employment remain the exclusive property of ABS Company. The Employee agrees to refrain from any use or disclosure outside the scope of employment.

*Signed this [Date]*

David Brown, Employee

Picture of signature

Olivia Wilson

Manager