

# Confidentiality and Non-Solicitation Agreement Template

economic value from the fact that they are confidential; and c) are the subject of efforts that are reasonable under the circumstances to maintain their secrecy.

3. Employee acknowledges and agrees that it is not necessary for the Company to label or stamp any information as "Confidential" or to enact express security systems (although the Company may do so in its discretion) in order to maintain the confidential nature of such information, and that no failure of the Company to do so shall be deemed to waive or otherwise impair the confidential nature of such information.
4. Agreement Not to Disclose or Otherwise Misappropriate Confidential and Trade Secret Information: Employee, agrees that it shall not during its employment and at all times after ceasing of such employment with the Company, disclose or otherwise use, whether directly or indirectly, any Confidential and Trade Secret Information except: (a) as required in the course of performing duties for the Company; or (b) as expressly authorized in writing by an authorized officer of the Company. Following termination of employment, any express consent must specifically refer to this Agreement, and must specify in particularity both the exact information to be disclosed, the persons or entities to whom disclosure shall be made, and the circumstances surrounding such disclosure. Employee agrees to notify the Company of any request for information regarding the Company, whether or not confidential, by any actual or potential competitor of the Company. Employee further acknowledges that the obligations assumed by Employee under this Agreement could preclude employment with the Company's competitors to the extent that such employment would result in the inevitable use or disclosure of the Company's Confidential and Trade Secret Information. Employee agrees to abide by the Company's "Data Privacy Policy" at all times during and posy employment with organization.
5. Agreement to Use Best Efforts to Prevent Disclosure or Misappropriation by Others: Employee shall use its best efforts to protect the secrecy and confidentiality of any Confidential and Trade Secret Information which the Employee prepares or which comes into the Employee's possession, including: (i) maintaining such materials/information under appropriate security; (ii) instructing employees, agents, subcontractors or suppliers of their confidentiality obligations; (iii) limiting disclosure, access, and copying to the Company's personnel who require such information in the performance of their job duties; and (iv) complying with all Company policies as in effect from time to time that pertain to the safeguarding and nondisclosure of Confidential and Trade Secret Information. Employee shall immediately notify the Company if the Employee learns of any unauthorized use, copying or disclosure of Confidential and Trade Secret Information or if at any time Employee believes that there is risk of Confidential and Trade Secret Information being lost or disclosed.
6. Return of Company Property upon Separation: Employee further agrees that all documents, memoranda, notes, computer records, drawings, or other information, and all copies thereof, made or obtained by Employee from the Company or from a third party on the Company's behalf, are and shall remain the property of the Company. Upon termination of employment, Employee shall promptly and voluntarily return all such property, and all copies thereof, to the Company at its place of business.
7. Non-Solicitation of Employees: In addition to the foregoing, Employee shall not, either during the term of his/her employment or for a period of two (2) years immediately following any termination thereof (regardless of the reason for such termination, whether voluntary or involuntary), interfere with the Company's continuing relationships with its other employees or attempt to induce them to leave such employment.
8. Non-Interference with Clients: Employee shall not at any time during its employment with the Company or at any time after ceasing of such employment interfere in any way with any relationship between the Company and the Company's clients or prospective clients or take any action (including but not limited to solicitation) to discourage in any way any clients prospective clients from doing business with the Company.