# Confidentiality and Non-Disclosure Agreement



**SAMPLE FORM**

In consideration of _____ provided to me by _____ (Employer) in exchange for executing this agreement, I _____ (Employee), hereby acknowledge and agree that:

1. I will receive during the course of my employment, Confidential and Trade Secret Information, as defined below, in addition to goodwill and other proprietary information relating to the business conducted by Employer including, but not limited to:

- Various sales and marketing information;
- Actual and potential clients and client lists and databases, venders, brokers and leads' names, addresses, and telephone numbers;
- Sales report forms;
- Pending projects or proposals and all proprietary information contained therein;
- Methods of operation including how Employer services its clients;
- Business plans and projections, including new services (such as price lists, quotation guides, or previous or outstanding quotations);
- Estimate programs and methodology;
- The techniques used in, approaches, or results of any market research or methods;
- Advertising sources;
- Salary information or employment contract language or terms relating to other employees (except for Employee's own salary information or employment contract language or terms);
- Financial information about Employer;
- Training methods;
- Maps;
- Client information, lists and reports;
- Vendor information, lists and reports;
- Broker information, lists and reports; whether written or verbal, or contained on computer hardware or software, disk, tape, microfiche or other media ("Confidential and Trade Secret Information").

2. I agree and acknowledge that this Confidential and Trade Secret Information and goodwill imparted to me is or was developed at great cost and expense to Employer, and which I would not otherwise have or be entitled to and which is

valuable consideration to me as it will foster my ability to perform my job thereby enhancing my ability to earn income. I agree and acknowledge that the goodwill and Confidential and Trade Secret Information provided by Employer is of substantial value and highly confidential, is not known to the general public or Employer’s competitors, was not previously known to me, is the subject of reasonable efforts to maintain its secrecy, constitutes the professional and trade secrets of Employer, and is being provided and disclosed to me solely for use in connection with my employment.

3. I also agree and acknowledge that the goodwill and Confidential and Trade Secret Information provided by Employer as part of the consideration for this agreement and developed during my employment has been and will be developed solely through the substantial efforts and expense of Employer; I agree and acknowledge that any goodwill and Information obtained or developed during my employment shall belong exclusively to Employer.

4. In consideration of my employment and in acknowledgment of my receipt of the Confidential and Trade Secret Information, I agree that I:

- Will regard and preserve the Confidential and Trade Secret Information as highly confidential and the trade secrets of Employer;
- Will not disclose, or permit to be disclosed, any of the Confidential and Trade Secret Information to any person or entity, absent written consent and approval from Employer;
- Will not make any use of Confidential and Trade Secret Information for my own benefit or the benefit of any person or entity other than Employer; and
- Will return all Confidential and Trade Secret Information to Employer immediately upon request for same.

5. I also acknowledge that disclosure of Confidential and Trade Secret Information can cause irreparable harm to Employer and, therefore, I acknowledge and agree that my violation or breach of this agreement shall entitle Employer to full injunctive relief, monetary damages, and/or any and all other available remedies for Employer.

6. Nothing in this policy alters the at-will nature of my employment relationship with Employer.

_____ _____

Signature of Employee Date

_____

Printed name of Employee