**EMPLOYEE CONFIDENTIALITY AGREEMENT**

This Employee Confidentiality Agreement (referred to as the “**Agreement**”) is entered into as of [INSERT DATE] (the “**Effective Date**”), by and between [COMPANY NAME], a [STATE/COUNTRY] [corporation/LLC/other entity type] with its principal place of business at [ADDRESS] (the “**Company**”), and [EMPLOYEE NAME], residing at [EMPLOYEE ADDRESS] (the “**Employee**”).

The purpose of this Agreement is to protect the Company’s confidential and proprietary information. The Employee acknowledges that, in the course of employment, they will have access to sensitive information that, if disclosed or misused, could cause significant harm to the Company. This Agreement sets forth the obligations of the Employee regarding such information.

1. **CONFIDENTIALITY OBLIGATIONS**
   1. The Employee agrees not to disclose, reveal, or communicate any Confidential Information to any third party without the prior written consent of the Company, except as may be necessary in the ordinary course of performing their job duties. For the purposes of this Agreement, “**Confidential Information**” means all non-public, proprietary, or sensitive information disclosed by the Company to the Employee, regardless of form (oral, written, digital, etc.). This includes, but is not limited to, business plans, financial data, customer and supplier lists, marketing strategies, product designs, research and development, technical data, software, trade secrets, and any other information designated as confidential or that should reasonably be understood as confidential given the nature of the information and circumstances of disclosure.
   2. The Employee shall use Confidential Information solely for the purpose of fulfilling their employment responsibilities and not for any personal or competitive advantage.
   3. The Employee agrees to employ at least the same degree of care in protecting Confidential Information as they use to protect their own confidential information, but in no event less than a reasonable standard of care.
   4. The obligations in this Agreement do not extend to information that:
      1. is or becomes publicly available through no breach of this Agreement by the Employee;
      2. is already in the Employee’s lawful possession without any obligation of confidentiality;
      3. is received from a third party free to disclose such information without breach of any obligation; or
      4. is independently developed by the Employee without reference to the Company’s Confidential Information.
2. **RETURN OF MATERIALS**
   1. Upon termination of employment or upon the Company’s request, the Employee shall immediately return all documents, files, and any other materials, including copies, containing or reflecting Confidential Information.
   2. The Employee shall provide a written certification that all Confidential Information in their possession has been returned or destroyed, as directed by the Company.
3. **INTELLECTUAL PROPERTY AND INVENTION ASSIGNMENT**
   1. All inventions, discoveries, developments, or improvements conceived or made by the Employee during the term of employment that relate to the Company’s business shall be the exclusive property of the Company.
   2. The Employee agrees to assign and transfer to the Company all rights, title, and interest in any intellectual property created during the course of employment. This obligation extends to all forms of intellectual property, including copyrights, patents, and trade secrets.
   3. The Employee shall assist, at the Company’s expense, in perfecting, protecting, and enforcing the Company’s intellectual property rights, both during and after the term of employment.
4. **REMEDIES**
   1. The Employee acknowledges that any breach of this Agreement may cause irreparable harm to the Company for which monetary damages may be insufficient. Accordingly, the Company shall be entitled to seek injunctive relief to prevent or curtail any breach or threatened breach of this Agreement, without the necessity of posting a bond or proving actual damages.
   2. The Employee agrees to indemnify, defend, and hold harmless the Company, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to any breach of this Agreement by the Employee.
5. **DURATION OF OBLIGATIONS**

The obligations under this Agreement shall commence on the Effective Date and shall continue during the Employee’s term of employment and indefinitely thereafter with respect to any Confidential Information that qualifies as a trade secret or that remains confidential.

1. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Tennessee, without regard to any principles of conflict of laws. Any legal action, suit, or proceeding arising out of or related to this Agreement shall be brought exclusively in the courts of the State of Tennessee, and each Party irrevocably consents to the exclusive jurisdiction of such courts. The Parties waive any objections related to improper venue or the doctrine of forum non conveniens.

1. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior or contemporaneous communications, whether written or oral.

1. **AMENDMENTS**

Any amendment or modification to this Agreement must be made in writing and signed by both the Company and the Employee.

1. **SEVERABILITY**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

1. **NO WAIVER**

Failure by the Company to enforce any provision of this Agreement shall not constitute a waiver of any right herein.

1. **ASSIGNMENT**

This Agreement is personal to the Employee and may not be assigned or transferred without the prior written consent of the Company.

[SIGNATURE PAGE FOLLOWS]

By signing below, the Employee acknowledges that they have read and understand this Agreement and agree to be bound by its terms.

[COMPANY NAME]  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_