

Confidentiality agreement (GDPR compliant)

This agreement is made between *[insert Company name]* (“the Company”) and *[insert name of employee]*.

During the course of your employment, you will have access to and knowledge of Company confidential information and trade secrets.

Disclosure of any of this confidential information and/or trade secrets could have serious financial consequences and/or create serious competitive disadvantages for the Company. There may be material damage, financial or otherwise, deliberate or otherwise, to the Company’s legitimate business interest.

Under the terms of this confidentiality agreement, you agree to keep secret and shall not at any time, either during employment or post-employment, use, communicate or reveal to any person any trade secret or confidential information relating to the Company or any Associated Company.

You are aware of the Company’s policies in relation to compliance with the General Data Protection Regulation and undertake to act in accordance with these at all times. Any breach of these policies will be dealt with under the Company’s disciplinary procedure and action taken can include dismissal without notice.

Confidential information, for the purposes of this policy, includes:

- systems, techniques or know how of the Company’s suppliers or customers as they exist from time to time
- systems, designs and other computer technology, software specifications, documentation, product lists, customer lists, research and development, formulae or formulations, costings, profit margins, discounts, rebates and other financial information
- current Company business activities, including past, present and future plans relating to all or any development, production or sales including the timing or all or any such matters, the development of new products, production or design secrets. It also includes technical design or specifications of the products of the Company or any Associated Company
- Company pricing, credit policies, credit procedures, payment policies, payment procedures and systems for the same, whether of the Company or of any Associated Company, details of the Company’s clients and customers or prospective clients and customers
- any other information which is notified to you during the course of your employment as being confidential or secret, or is received or obtained by you in confidential circumstances.

The restrictions under the terms of this confidentiality agreement shall not apply to:

- any disclosure or use of information the Company or any Associated Company has expressly authorised or as required in the ordinary and proper course of your employment or as required by a court or tribunal of competent jurisdiction or as required by a relevant regulatory authority; or
- information already in the public domain not as a result of a breach of this clause or breach of an equivalent provision or other unlawful act (whether done by you personally or by an agent, whether on your own account or for or in association with any other person or by any other employee of the Company or any Associated Company).

Documentation generated during your employment

All documentation generated during your employment including notes, memoranda, records and writings that relate to the business of the Company or any Associated Company shall remain the property of the Company or Associated Company to whose business they may relate.

On termination of your employment for any reason you shall immediately return to the Company all books, documents, original papers, copy papers, materials and other property of or relating to the business of the Company or any Associated Company currently in your possession or which are or were last under your possession, custody, power or control.

Employee name:

Print Name:

Signed by Employee:

Signed by Employer:

Position:

Position:

Date:

Date: