## **Employee Non-Disclosure & Non-solicitation Agreement**

## PART I: Confidential Information

## 1. I acknowledge that [Organization Name]: is the exclusive owner of its Confidential Information, which includes all information regardless of its form of recording, not in the public domain, relating to:

## (i) Information on customers of [Organization Name]: names, addresses, telephone numbers, contact persons, medical information, and banking information.

## (ii) Proprietary and financial information of [Organization Name]: prices, sales information, terms of contracts with discounts, costs, the names of the organization’s suppliers and customers.

## (iii) [Organization Name]’s business methods, practices, strategies, and related information including marketing and advertising, and indices, techniques, and data retention methodologies by which [Organization Name] maintains information regarding its clients.

## (iv) All information regarding [Organization Name]’s employees and its related human resources information, including employee manuals, interviewing techniques, and training manuals.

## (v) Information received by [Organization Name] from third persons to whom it owes a duty of confidence.

## (vi) All secrets, trade secrets, know-how, ideas, and processes of [Organization Name].

## Proprietary right

## 2. I acknowledge that all Confidential Information constitutes a proprietary right which [Organization Name] and its affiliated organizations are entitled to protect.

## Non-disclosure

## 3. I agree that during my employment with [Organization Name] or at any time thereafter, I will not disclose any Confidential Information to any person, including any competitor of [Organization Name], or future employer of mine. I will not use the confidential information for any purpose other than those permitted by [Organization Name].

## 4. I agree that during my employment with [Organization Name] or at any time thereafter, I will comply with all security precautions and measures of [Organization Name] that are intended to maintain the confidentiality of its Confidential Information and to limit its distribution to instances of a legitimate need-to-know basis that are intended to promote the best interests of the Company.

## 5. I agree that during my employment with [Organization Name] or at any time thereafter, I will not make copies, summaries, or extracts of Confidential Information, nor will I remove any Confidential Information from the place of business unless authorised by [Organization Name].

## 6. I agree that during my employment with [Organization Name] or at any time thereafter, I will not disclose any Confidential Information concerning [Organization Name] or its affiliated corporations which could adversely affect the organization’s image, reputation or value.

## Former employer’s confidential information

## 7. I agree that during my employment with [Organization Name] I will not improperly use or disclose any proprietary information of any former or concurrent employer or other person or entity and I will not bring onto the premises of [Organization Name] any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

## Return employer’s property

## 8. I agree that on termination of my employment with [Organization Name] or at any time [Organization Name] may request, to promptly deliver all memoranda, notes, records, reports, manuals, and any other hard copy documents or electronic data belonging to [Organization Name], or containing Confidential Information, including all copies of materials I may posses or have under my control.

## Exit interview

## 9. I agree that if my employment with [Organization Name] is terminated for any reason, unless [Organization Name] waives this requirement, I will, within one week of my leaving [Organization Name], review with the person designated for this purpose by [Organization Name], the nature and type of Confidential Information to which I have had access and I will sign an acknowledgement describing the nature and type of Confidential Information which I am duty bound not to use or disclose.

## PART II: Non-solicitation

## Non-solicitation of clients

## 1. I agree for a period of twelve (12) months from the date of termination of my employment with [Organization Name] not to directly or indirectly solicit competitive business from any client or customer of the organization (including any potential client of [Organization Name]) that was contacted, solicited, or served by me or about which I received confidential information while I was employed by [Organization Name], nor for the same period of time, will I perform services or accept any business, competitive with that of [Organization Name], directly or indirectly from any of the customers and clients described above, which involves me performing similar functions or acting in a similar capacity as when employed with [Organization Name].

## Non-solicitation of other employees

## 2. I agree so long as employed by [Organization Name] and for a period of twelve (12) months after leaving for any reason whatsoever, not to directly or indirectly recruit, solicit, or otherwise induce or attempt to induce any employee of [Organization Name] to terminate his or her employment with the Company or otherwise to act contrary to the interests of [Organization Name].

## PART III: General Provisions

## Necessary protections

## 1. I acknowledge that the restrictions contained in this Agreement are necessary for the protection and goodwill of [Organization Name] and I consider them to be reasonable for that purpose. I therefore agree that any breach of the terms of this Agreement is likely to cause [Organization Name] substantial and irrevocable damage and irreparable harm. In the event of any such breach, I agree that [Organization Name], in addition to such other remedies which may be available, shall be entitled to specific performance and other injunctive or marketing relief including interim or interlocutory relief, if demanded.

## Continuing obligations

## 2. I agree that the provisions of this Schedule shall survive the termination of my employment relationship however it may arise.

## Severability

## 3. In the event that any provision of this Agreement or part thereof shall be deemed void, invalid, illegal or unenforceable in whole or in part, the remaining provisions or parts shall remain in full force and effect.

## Independent Legal Advice

## 4. I have been advised that I have the right to obtain legal counsel before signing this Agreement and I have obtained the level of advice I deem appropriate.

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## Signature of Employee Name of Employee (please print)

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## Signature of Employer Name of Employer (please print)

## *Note*

## *This document is an example of an Employee Non-Disclosure and Non-Solicitation Agreement for a small nonprofit organization operating in Canada. While certain assumptions have been made in the creation of this policy, it is up to you to adapt, modify, and customize the document to suit the particular needs of your organization.*

## *The content of this sample Employee Non-Disclosure and Non-Solicitation Agreement is provided for information purposes only. No legal liability or other responsibility is accepted by or on behalf of the HR Council for any errors, omissions, or statements made within this document. The HR Council accepts no responsibility for any loss, damage or inconvenience caused as a result of reliance on such information.*