**CONFIDENTIALITY AGREEMENT**

This agreement is between [Corporation Name] (“Company”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In consideration of the Company’s hiring \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agrees as follows:

**I,** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, have read and understood the Company’s Privacy and Confidentiality Policy and agree to abide by the principles set out in the said policy, and further understand that I am bound by the terms and conditions of this confidentiality agreement as set out below.**

I understand that “Corporation” refers to the Company and its affiliates including but not limited to sister corporations, holding companies, and other corporations and organizations working with the Company on a project or venture.

I understand that “Confidential Information” as referred to in this agreement refers, but is not limited to, Personal information of its members such as personal health, identification information, banking and contact and other personally identifiable information; information related to any proprietary information such as information related to any intellectual property including trademarks, trade secrets, patents, copy rights and any other proprietary information that can be reasonably expected to carry; salaries and hourly rates; any business and financial information such as supplier information, employee information, client information or plans of the organization; information related to finances, private business activities.

I understand that “Members of the Corporation” as referred to in this agreement is defined as anyone involved in the dealings of the corporation including but not limited to clients, employees, third parties, investors, contractors, volunteers, board members and anyone else who has access to confidential information.

I understand that the terms used in this agreement will be interpreted broadly and liberally and that any undefined terms are to be interpreted consistently with the Privacy and Confidentiality Policy.

Agreement Not to Disclose Confidential Information

I, [Employee name], acknowledge that any confidential information that the Company may disclose to me or to which I gain access to, will not be disclosed to any other persons except as authorized and approved by the appropriate person or department of the Company, and that this information is to be used solely for the purposes of performing my employment duties*.*

Agreement Not to Solicit Confidential Information

I, [Employee name], acknowledge that I will not solicit any confidential information from any members of the corporation, for which I have not received authorization by the appropriate authority of the [Corporation name].

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, agree to disclose the purpose and intended use of such confidential information being solicited to the appropriate authority of the Company, and to the individual providing such confidential information, prior to soliciting such confidential information.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acknowledge that any confidential information which I may solicit is approved by the appropriate authority of the Company and will be collected with the consent of the provider of such information.

I, [Employee name], acknowledge that any confidential information collected will be used solely for the purposes disclosed and approved by the appropriate authority of the Company, and for which the consent of the provider of such information was attained.

Access to and Return of Confidential Information

I understand that any business and financial information such as supplier information, employee information, client information or plans of the organization, and information related to finances, private business activities, is the property of the Company.

I undertake to not access, remove or copy any confidential information or materials or assist anyone in doing so without the Company's written permission, except in performing my duties under this Confidentiality Agreement. Upon my termination with the Company, or at any time that the Company requests it, I will immediately return all confidential information and materials to the Company.

Breach of Confidential Agreement or Confidential and Privacy Policy

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acknowledge that any breach of the conditions in this agreement, or the failure to adhere to the terms of the Confidentiality and Privacy Policy of the Company by me or other members of the corporation will be reported to the manager of the appropriate department.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, agree with the following statements:

**I have read and understood [Corporation]’s Privacy and Confidentiality Policy and the terms of this Confidentiality agreement outlined above.**

I agree and understand that the terms of this agreement are binding during my time as an employee with the Company and shall survive the termination of my employment (for any reason) with the Company.

I understand that I may come in contact with confidential information during my time at the Company. I hereby undertake to keep in strict confidence any information that may be confidential or private in accordance with this agreement and with the Company’s privacy policy and applicable laws, including those that require mandatory reporting.

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I have read and understand this letter and have signed below to acknowledge receipt.

Employee Name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE DATE