

EMPLOYEE NON-COMPETITION, CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF EMPLOYEE]
[address]
(‘EMPLOYEE’)

- and -

[NAME OF EMPLOYER]
[address]
(‘EMPLOYER’)

IN CONSIDERATION of EMPLOYER employing EMPLOYEE as _____, EMPLOYEE hereby covenants and agrees as follows:

1. Non-Competition

- (a) EMPLOYEE hereby agrees not directly or indirectly to compete with the business of EMPLOYER and its successors and assigns during the period of EMPLOYEE’s employment and for a period of three (3) years following termination of employment.
- (b) The phrase ‘not compete with the business of’ shall mean that EMPLOYEE shall not own, manage, operate, act as a consultant to or be employed by a company whose business is substantially similar to and in competition with any business of EMPLOYER of which EMPLOYEE had detailed and material knowledge.

2. Confidentiality and Non-Disclosure

During the course of EMPLOYEE’s employment, there may be disclosed to EMPLOYEE certain information, trade secrets, and confidential information of EMPLOYEE consisting of, but not limited to:

- (a) technical information, methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programmes, research projects, research and development data;
- (b) business information including customer lists, pricing information, supplier data, financial data, marketing data, production information, merchandising data, accounting records, and the like.

(collectively, the ‘Information’). EMPLOYEE shall not, at any time during or after EMPLOYEE’s employment with EMPLOYER, use for his/her own benefit or on behalf of others, or disclose or divulge to others, including future employers, any of the Information, or any other proprietary data or trade secrets of EMPLOYER that EMPLOYEE has been informed is confidential or should reasonably consider to be confidential, except and only to the extent that:

- (c) such Information is available to the public generally in the form disclosed, or
- (d) EMPLOYEE is required by law to disclose, file or register the same, or

THIS IS A 3-PAGE DOCUMENT.