

## CONFIDENTIALITY AGREEMENT

This is an Agreement between TYPE YOUR COMPANY NAME HERE with its principal offices located at THE ADDRESS OF YOUR COMPANY LOCATION HERE.

And by \_\_\_\_\_, an individual residing at:

The Company is in the business of providing residential housecleaning services. The Individual wishes to obtain gainful employment with the Company. During the period of training and throughout continued employment with the Company, the Individual will have access to certain confidential information and trade secrets.

The individual, during the course of his or her employment with the Company, will have access to the names and addresses of clients of the company, pricing information, operating methods, and other matters including sales and marketing methods and information, whose secrecy the Company protects. The Company is in a competitive business and it could be damaged by disclosure of its trade secrets, developments, techniques, methods, customer lists, sales methods, pricing procedures and various other intellectual property if they are revealed to other third parties. The Company has expended substantial time, effort and money to develop its clients and any effort by the individual to solicit any clients of the Company for his or her personal benefit, or the benefit of any third party, could result in substantial financial harm to the Company.

Due to the nature of the employment, the Individual will obtain information about and/or access to homes of the Company's clients. The Company has an obligation to protect the interests and property of its clients and to hold information about its clients on a confidential basis. Sharing information of any kind about any client of the Company with any third party shall be considered a breach of trust.

The Individual understands that the Company protects the interests of itself and its clients with insurance covering completed operations and employee dishonesty. Under the terms of this policy, the Company is obligated to report claims of theft or damage to clients' property to the insurance company and to the proper legal authorities and to cooperate fully with any subsequent investigation on such claim by any client of the Company.

In consideration of the Individual desiring employment with the Company, the Individual (hereinafter referred to as "Employee") agrees as follows:

1. Employee agrees that he or she will, during the period of employment or for a period of two years subsequent to termination of employment for any reason, maintain in secrecy all information acquired by Employee during the employment concerning finances, business practices and procedures, customer lists, sales and marketing techniques and methods, trade secrets, pricing information, and innovations relating to the Company or any of its clients or suppliers, or other matters of a confidential nature or which is designated by the Company to be among those matters regarded confidential.
2. Employee specifically agrees that printed materials, including but not limited to Training Handout Materials and/or other confidential materials, may not be reproduced by any means without written consent of the Company, or the information contained therein shared with any third party.
3. Employee agrees not to divulge any information of any kind whatsoever about any client of the Company to any person who is not directly associated with the Company. This includes but is not limited to information about house keys, entry to homes, security systems, possessions and personal belongings of clients, or other personal and confidential information with respect to any client of the Company.
4. Employee acknowledges that the duplication by Employee of any key having access to any client's home is strictly prohibited.
5. Employee agrees that upon termination of his or her employment with the Company for any reason, he or she will return all property of the Company, including all original and copies of Training Handouts and all other literature relating to the business of the Company.
6. Employee hereby agrees that during the period of his or her employment with the Company and for a period of two years following the termination of employment with the Company, that he or she may not, either on his or her own accord, directly or indirectly, or on behalf of any third party, solicit or provide cleaning services for any client (present or former) of Company. Employee acknowledges and agrees that the customer lists of Company are the sole property and trade secrets of the Company.
7. Employee acknowledges that the performance of work for clients of the Company by Employee without the Company's direction or knowledge is a violation of this agreement and shall be grounds for immediate

termination.

- 8. The Company has invested time, effort and money to develop its clients and the subversion of any clients by Employee, either for his or her own personal benefit or for the benefit of competitors to the Company, could bring irreparable harm to the Company. Any violation by the Employee of Item 6 or 7 of this agreement may result in prosecution by the Company and the filing of a claim for damages equal to \$1,000 per occurrence, or the maximum which may be awarded by judicial proceedings.
- 9. Employee acknowledges and agrees that the Company's remedy at law for any breach under this Agreement would be inadequate and Employee therefore agrees and consents that temporary and permanent injunctive relief may be granted in any proceeding which may be brought to enforce any provision of this Agreement, without the necessity of proof of actual damage. If the scope of any restriction contained in this Agreement is too broad to permit enforcement of such restriction to its full extent, then such restriction shall be enforced to the maximum extent permitted by law and each party agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

The Employee, by executing this agreement, asserts and affirms that he or she has read and understands each provision of this agreement and assumes the responsibility of abiding by the terms described herein. Employee further acknowledges receiving an original copy of this agreement, duly executed by the Employee and the Company on the date below written.

EMPLOYEE:

\_\_\_\_\_  
Employee Name (Please Print)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

COMPANY:

TYPE YOUR COMPANY NAME HERE

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Date

**SAMPLE**