

**DATED** \_\_\_\_\_

(1) << >>

(2) << >>

**TRIPARTITE EMPLOYEE CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT** is made the                      day of

**BETWEEN:**

- (1)     <<Name of Employer>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the Employer") and
- (2)     <<Name of Employee>> of <<insert Address>> ("the Employee")
- (2)     <<Name of Customer>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the Customer")

**WHEREAS:**

- (1)     This Agreement is supplemental to the [employment contract] **OR** [particulars/terms of employment] dated <<insert date>> between the Employer and the Employee.
- (2)     The Employee agrees to the following addition to his contract of employment with the Employer contained in the abovementioned document.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1     In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

**"Confidential Information"** means all information relating to the organisation, finances, processes, specifications, methods, designs, formulae, technology and business activities of and concerning the Customer;

- 1.2     Unless the context otherwise requires, each reference in this Agreement to:
  - 1.2.1   "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
  - 1.2.2   a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
  - 1.2.3   "this Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
  - 1.2.4   a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule;
  - 1.2.5   a "Party" or the "Parties" refer to the parties to this Agreement; and
  - 1.2.6   references to either gender shall include the other gender.
- 1.3     The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the singular shall include the plural and vice versa.

## 2. Operative Provisions

2.1 The Employer has entered into an agreement with the Customer for the provision of <<insert>> services in the performance of which various of the Employer's staff or Employees will be provided with or obtain Confidential Information which the Customer requires the Employer to obtain from its confidentiality agreements from its staff.

2.2 Except as authorised in writing, the Employee shall keep secret and shall not use or disclose Confidential Information, nor shall he use his reasonable endeavours to prevent the use or disclosure of Confidential Information by any person of any of the Confidential Information during his employment.

2.3 The restriction in sub-clause 2.2 shall continue to apply during and after the termination of the Employee's employment for an indefinite period but shall cease to apply to Confidential Information which the Employee establishes has in its entirety become public knowledge through any unauthorised disclosure or other breach on the part of the Employer or the Employee.

2.4 All records in any manner (including electronic or otherwise) including notes about the Customer and all documents generated by the Employee in the course of his employment shall be the property of the Employer and shall be returned to the Employer and the Employee shall not disclose any Confidential Information to any other agreement between the Employer and the Employee.

2.4.1 the property of the Employer;

2.4.2 used for the purposes of the Employer's business only;

2.4.3 returned to the Employer at any time; and

2.4.4 returned to the Employer on demand on the termination of the Employee's employment.

2.5 No person other than the Employer or the Employee shall acquire any enforceable rights under this agreement.

## 3. Non-Assignment of Agreement

No Party may assign, transfer or otherwise make over to any third party the benefit and burden of this Agreement without the prior written consent of the other Party, which consent shall not to be unreasonably withheld.

## 4. Communication

4.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by the Party to whom they are addressed by a duly authorised officer thereof, as appropriate.

4.2 Notices shall be deemed to have been given:

4.2.1 when delivered to the recipient by a courier or other messenger (including by electronic means) during business hours of the recipient; or

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4.2.2 when sent, transmission

mile or e-mail and a successful is generated; or

4.2.3 on the fifth ordinary mail

g mailing, if mailed by national

4.2.4 on the tenth postage pre

ng mailing, if mailed by airmail,

4.3 All notices under address, e-mail add

e addressed to the most recent or notified to the other Party.

## 5. Force Majeure

No Party to this Agreement obligations where such fa reasonable control of that failure, Internet Service F storms, earthquakes, acts event that is beyond the co

failure or delay in performing their from any cause that is beyond the include, but are not limited to: power al action, civil unrest, fire, flood, governmental action or any other tion.

## 6. Severance

The Parties agree that, i Agreement is found to be provisions shall be deeme remainder of this Agree

r more of the provisions of this otherwise unenforceable, that / those remainder of this Agreement. The rceable.

## 7. Law and Jurisdiction

7.1 This Agreement (inc therefrom or assoc accordance with, th

ual matters and obligations arising e governed by, and construed in ales.

7.2 Any dispute, contro this Agreement (inc therefrom or associ of England and Wal

aim between the Parties relating to al matters and obligations arising within the jurisdiction of the courts

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**IN WITNESS WHEREOF** this Agreement is  
before written

SIGNED by  
<<Name and Title of person signing>>  
for and on behalf of <<Employer's name>>

In the presence of  
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing>>  
for and on behalf of <<Employer's name>>

In the presence of  
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing>>  
for and on behalf of <<Customer's name>>

In the presence of  
<<Name & Address of Witness>>

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executed the day and year first