**Employee Confidentiality Agreement – Senior Employees**

This Confidentiality Agreement ("Agreement") is made and effective the <<date>>

**Between:** <<Your company name>> (the "Employer"), a Company registered in Ireland, with its head office located at <<insert your address>>

**And:** <<Employee name>> (the "Employee"), an individual with his/her main address at <<insert address>>

**In this Agreement** “*Confidential Information”* shall include all information, whether oral or written, regarding the Employer’s business including, but not limited to, its business methods and/or strategies; computer programs and software; workflow procedures; methods and/or techniques; business plans and ideas; marketing techniques or strategies; products and product lines; websites; pricing policies; trade secrets; base arrangements with software providers and agreements in place with other companies or suppliers; information relating to commercial relationships, know-how, secrets, methodology, suppliers, customer lists, computer programmes and print outs, training techniques, systems and business structures, and all notes, memoranda, or any other written documentation relating to our services; contact details of software providers, clients and prospective clients; the identity of introducers, clientele, and/or any other information that could reasonably be expected to prove harmful to the Employer if disclosed to third parties (including, but not limited to, any information that could reasonably be expected to aid a competitor of the Employer). Confidential information shall not include information that is public knowledge or which is generally known in the [profession/industry].

The Employee agrees that in consideration of their employment with the Employer and in order to permit them to successfully perform the duties associated with their employment, [together with [other business names] and its affiliated and/or related entities (all of which herein called [“the Employer”]) it is necessary for the Employer to entrust them with certain valuable proprietary information and knowledge of certain modes of business operation (as more fully defined, “Confidential Information”) which are essential to the profitable operation of the Employer and which give the Employer a competitive advantage over other firms pursuing related business activities.

Accordingly, intending to be legally bound, the Employee acknowledges and agrees with the Employer as follows:

1. That the Employer has developed or has obtained from its business associates (including, but not limited to, computer software-related suppliers) systems, business models, relationships and websites unique to the Employer and developed using the Employer’s resources, including its intellectual property, and as such are proprietary and secret to the Employer and constitute the Employer’s trading secrets or alternatively, part of its Confidential Information (as more particularly defined below). In their capacity as an employee of the Employer, they have (and will continue to have) access to the Employer’s Confidential Information and trade secrets, including, without limitation, the Employer’s strategies and methodologies and computer software related thereto. Moreover, the Employee’s access to further Confidential Information and trade secrets is likely to continue to occur as the Employer continues to develop new and unique business methodologies.
2. That under applicable law and their Contract of Employment the Employee has obligations to the Employer to preserve Confidential Information and trade secrets and that this Agreement does not limit those obligations.
3. That this Agreement will continue in effect after the termination of the Employee’s employment with the Employer. The Employee agrees that after termination of their employment with the Employer, they will not, without the prior written consent of the Employer, for the period of [three] years from the termination of their employment (for any reason whatsoever), on their behalf or on behalf of any person, firm or company directly or indirectly: seek to procure orders from or do business with (whether as a supplier, provider, referrer or purchaser) or provide services for any client, person, firm, company, broker, agent or intermediary who has at any time, during the period of [one] year preceding the date of this Agreement, done business with the Employer; endeavour to entice away from the Employer or employ any person who has at any time, in the [twelve] month period preceding the date of termination of employment, been employed or engaged by the Employer.
4. That the Employee shall not, without the prior written consent of the Employer, publish, disclose, or make accessible to any other person, firm, corporation, future employer or any third party any Confidential Information that the Employee may obtain or create during their employment with the Employer, either during or after the termination of their employment. The Employee shall also use their best endeavours to ensure, as regards themselves and matters within their power, that such Confidential Information remains confidential. The Employee shall not use such Confidential Information except during their employment with the Employer and for the benefit of the Employer.
5. That the improper release of such Confidential Information may result in legal proceedings against the Employee, and the Employer may seek to hold the Employee personally liable for any damages, including loss of profits and loss of income incurred by the Employer resulting from the Employee’s improper release of such Confidential Information and to sue in respect of same. Further, the Employee agrees that the unauthorised disclosure or use of any Confidential Information, which is a valuable and unique asset to the Employer, will cause immediate or irreparable injury to the Employer and that the Employer cannot be adequately compensated for such injury in monetary terms and that in such event the Employer shall be entitled to any temporary or permanent injunctive relief necessary to prevent such unauthorised disclosure or use or threat of unauthorised disclosure or use;
6. That if any condition, term or covenant of this Agreement shall at any time be held to be void, invalid or unenforceable, such condition, covenant or term shall be construed as being severable from the rest of the Agreement and if deemed void under law shall be deemed to be removed from the Agreement but notwithstanding same the other conditions of this Agreement shall remain in full force and effect and, if deemed by a Court of Law to be too extensive to be enforced as written in this Agreement, shall be deemed to be interpreted in such modified form as the Courts may deem fit;
7. That this Agreement shall be governed by and construed according to the Laws of Ireland and the parties hereto expressly consent to submit to the non-exclusive jurisdiction of the Irish Courts in relation to any dispute or matter arising hereunder.

**Name** <<Insert Employee's name>>

**Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date**

 **Employee**

**Name** <<Insert Employer's name>>

**Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date**

 **Employer**