

Employee confidentiality agreement

THIS AGREEMENT is dated:

And is made between:

EMED Group and (Employee Name):

It is hereby agreed as follows:

# Definitions

1. In this Agreement, unless the context otherwise requires, ‘Confidential Information’ includes but is not limited to:
   1. any information relating to the trading position, business, products, services, affairs and finances of EMED Group including (but not limited to) marketing information and plans, market opportunities, product lists, EMED Group’s financial information, results and forecasts, manpower or expansion plans, the remuneration and benefits paid to EMED Group’s employees and officers, lists of suppliers, agents, consultants, distributors, clients or customers and their needs and requirements, the terms of business with them and the fees and commissions charged to or by them, information relating to prospects and tenders contemplated, offered or undertaken by EMED Group and any other matters connected with the products or services manufactured, marketed, provided or obtained by EMED Group;
   2. technical data and know-how relating to the business of EMED Group or any of its suppliers, agents, consultants, distributors, clients or customers including (but not limited to) product designs and specifications, product lists, ideas, inventions, drawings and plans, research and development, manufacturing processes, techniques, formulae, trade secrets, computer systems and software, costs, margins, prices, production and business methods, business plans and forecasts and any other technical matters connected with the products or services manufactured, marketed, provided or obtained by EMED Group;
   3. any incident or investigation relating to EMED Group’s operations or business, or confidential reports or research commissioned by or provided to EMED Group; and

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* 1. any document or item marked as confidential or which you are told is confidential and any information which is given to EMED Group in confidence by suppliers, agents, consultants, distributors, clients, customers or other persons.

# Obligation of confidentiality

1. The Employee agrees to treat as confidential all information supplied by or on behalf of EMED Group in connection with EMED Group’s business and all other confidential aspects of the business as defined in ‘Confidential Information’ above.
2. This restriction will continue to apply after the termination of the Employee’s employment.

# Exclusions

1. This obligation of confidentiality does not apply to:
   1. any information received from a third party who was legally free at the time of disclosure to disclose it; or
   2. any information already in the public domain, otherwise than as a result of direct or indirect disclosure by the Employee in breach of the terms of this Agreement.

# Duties of Employee

1. The Employee shall not, without the prior written consent of EMED Group, permit any of the Confidential Information:
   1. to be disclosed, divulged or communicated, whether directly or indirectly, to any third party (including to any other employee or officer of EMED Group), except to those authorised by EMED Group to know or as required by law; or
   2. to be copied or reproduced in any form or to be commercially exploited in any way; or
   3. to be used for your own purposes or for any purposes other than those of EMED Group or to be used or published by any other person; or
   4. to be transferred to the Employee’s own personal e-mail account, regardless of the proposed reasons for doing so; or
   5. to pass outside the Employee’s control.

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1. The Employee will keep a record of Confidential Information received and of the people holding that information and will make that available to EMED Group on request.
2. The Employee will return to EMED Group all documents containing Confidential Information and all copies of those documents which are in their possession or under their control on the termination of their employment or, at the request of EMED Group, at any time during employment. For this purpose, the term ‘documents’ includes computer discs, memory sticks, portable hard drives and all other materials capable of storing data and information. If required by EMED Group under the terms of this clause, the Employee will also give a written undertaking that all confidential information has been duly returned to EMED Group or permanently deleted or destroyed.

SIGNED:

***HR Department on behalf of EMED Group***

SIGNED:

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