



## **Employee Confidentiality and Proprietary Rights Agreement Preparation Form – Florida**

This Preparation Form is designed to help both you and us make the process of creating your custom Employee Confidentiality and Proprietary Rights Agreement more efficient. Please complete all applicable sections as completely as possible. **If any information is not readily available, we recommend you gather this information prior to commencing the online session so you may complete your document.**

If you have any questions as you work on the questionnaire, please contact us at [info@helixcompliance.com](mailto:info@helixcompliance.com), or contact Laditum Support at [support@laditum.com](mailto:support@laditum.com).

### **Employer**

Name: \_\_\_\_\_

State of Organization: \_\_\_\_\_

Entity Type:

- Corporation                       Limited liability company  
 General partnership               Limited partnership  
 Other \_\_\_\_\_

Does Employer include subsidiaries or other affiliates?                       Yes                       No

### **Employee**

Name: \_\_\_\_\_

Gender               Male                       Female

### **Effective Date**

Effective date of the Agreement: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

### **Consideration**

If Employee is receiving any consideration, other than employment, for entering into this Agreement, please specify the consideration received by the Employee below:

\_\_\_\_\_  
\_\_\_\_\_

### **Definition**

Does Confidential Information include information relating to customers, suppliers, investors and other associated third parties?

Yes                       No



Does the Agreement identify types of harm the Employer may suffer if Confidential Information is used or disclosed improperly?

- Yes  No

Select any items included in the definition of confidential information:

- All  Experimental processes  Pricing Information
 Accounting Information  Factory Lists  Product Plans
 Advertising Information  Financial Information  Publications
 Agreements  Formulae  Records
 Algorithms  Graphics  Reports
 Applications  Ideas  Results
 Articles  Internal Controls  Revenue
 Audiovisual programs  Inventions  Sales Information
 Business Processes  Know-how  Services
 Buyer Lists  Legal Information  Systems
 Client Information  Manuals  Strategies
 Client Lists  Manufacturing Information  Techniques
 Communications  Market studies  Terms of Agreements
 Computer Programs  Marketing Information  Trade Secrets
 Computer Software  Material  Transactions
 Contracts  Methods  Security Procedures
 Costs  Models  Sketches
 Credit Information  Negotiations  Software Design
 Customer Information  Notes  Sources of Material
 Customer Lists  Operating System  Specifications
 Database  Operations  Staffing information
 Design Information  Original works of authorship  Styles
 Designs  Payroll Information  Supplier Information
 Developments  Pending negotiations  Supplier Lists
 Discoveries  Personnel Information  Unpublished patent applications
 Distributor Lists  Plans  Vendor Information
 Documents  Policies  Vendor Lists
 Drawings  Potential Transactions  Web Design
 Employee Lists  Practices  Work-In-Process
 Other: \_\_\_\_\_

Do you want to include the qualifier "directly or indirectly" when listing the above selections?

- Yes  No



### **Non-Disclosure Covenants**

In addition to Employee's covenant not to disclose Confidential Information to third parties, does Employee also covenant not to disclose Confidential Information to other employees?

- Yes       No

Select any exceptions to Employee's covenant not to disclose Confidential Information to third parties:

- Employment duties require the disclosure  
 Prior consent of authorized officer of Employer

Must any third party to whom Employee discloses Confidential Information execute a confidentiality agreement before such disclosure?

- Yes       No

Select any exceptions to Employee's covenant not to access or use Confidential Information:

- Employment duties require the disclosure  
 Prior consent of authorized officer of Employer

Description of the geographic restriction and/or subsection of the industry or customer list:

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### **Permitted Disclosures**

Select the model language on which the language in the Agreement regarding authorized communications with regulatory agencies is based:

- FINRA

If authorized communications are limited to particular topics, please select the topic of the authorized communications:

- The Agreement or its underlying facts and circumstances  
 A possible securities law violation  
 Both

Must Employee notify employer in writing if Employee is legally required to disclose Confidential Information?

- Yes       No

- SEC Settlement Order

Select the type of regulatory agencies in addition to the SEC and FINRA, identified in Employee's reserved right to communicate:

- Other securities regulatory authority

Does the Agreement reserve Employee's right to receive an award for information provided to any securities regulatory agency or only to the SEC?

- Any securities regulatory agency or authority       SEC only  
 Any federal or state regulatory authority



Does the Agreement specifically reserve Employee's right to disclose information regarding possible securities law violation?

- Yes  No

Select any carve outs addressing NLRA protection of the disclosure of Confidential Information:

- All
 Employee may discuss terms with coworkers
 Employee may exercise rights protected by NLRA Section 7
 Employee may exercise rights that cannot be waived

Select where Employer is providing the DTSA Notice of Immunity:

- In this Agreement  In a separate document: \_\_\_\_\_

Work Product

Select any items included in the definition of Work Product:

- Grid of checkboxes for Work Product items: All, Advertising Information, Agreements, Algorithms, Audiovisual programs, Client Information, Client Lists, Communications, Computer Applications, Computer Programs, Contracts, Customer Information, Customer Lists, Databases, Developments, Discoveries, Documents, Other, Drawings, Experimental Processes, Experimental Results, Formulae, Graphics, Inventions, Know-how, Manuals, Manufacturing Information, Marketing Information, Market Studies, Models, Negotiations, Notes, Original works of authorship, Plans, Product Designs, Product Plans, Publications, Reports, Research, Results, Sales Information, Sketches, Software design, Specifications, Strategies, Styles, Techniques, Terms of Agreements, Unpublished patent apps, Web design, Work in progress.

Does the definition of Work Product also include mask works?  Yes  No

Cooperation

Does Employer bear the cost of Employee's cooperation, both during and after employment?

- Yes  No



**Security**

Select any topics addressed by Employer’s security policies and procedures:

- All
- All Employer Communication Technologies
- Internet
- All Employer Facilities
- All Employer IT Resources
- Key Cards
- Access Codes
- Email Systems
- Monitoring
- Computer Equipment
- Employer Intranet
- Passwords
- Computer Networks
- Encryption
- Software
- Computer Systems
- Facilities Access
- Telephone Systems
- Data security
- Firewalls
- Voicemail Systems
- Document Storage Systems
- Social Media and Instant Messaging Systems
- Other: \_\_\_\_\_

Select any property items Employee is obligated to return:

- All
- Fax Machines
- PDAs
- Access Cards
- Files
- Recordings
- Books
- Hard Drives
- Reports
- Cell Phones
- Identification Cards
- Security Devices
- Compilations
- Keys
- Smartphones
- Computers
- Key Cards
- Speakers
- Data
- Manuals
- Tapes
- Disks
- Negatives
- Thumb Drives
- Email Messages
- Network Access Devices
- Webcams
- Employer Credit Cards
- Pagers
- Work Product
- Equipment
- Other Removable Information Storage Devices
- Other: \_\_\_\_\_

**Non-Disparagement**

Select the type of comments Employee covenants not to make:

- Defamatory comments regarding Employer, with NLRA rights preserved.

Select the preserved NLRA rights:

- Section 7 Rights
- Protected rights that cannot be waived
- Both

If Employee is legally required to make a potentially disparaging comment about Employer, is the period of time Employee has to inform Employer of such an order measured in hours or days, if so, what is the number of hours/days Employee has to provide notice: \_\_\_\_\_

- Defamatory comments regarding Employer’s products and maliciously false comments about employer.

Does the Non-Disparagement clause include Employer’s customers, suppliers, investors, and other associated third parties?

- Yes
- No



**Entire Agreement**

If there are any other agreements or contractual obligations between the Employer and Employee, and they remain in full force and effect, list the agreements that remain in effect: \_\_\_\_\_

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In the event of inconsistency, if this Agreement does NOT control, please provide text of preserved obligation, including reference to agreement name, execution date, and section number:

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**Publicity**

Does the Agreement include a Publicity clause?     Yes             No

**At-Will Employment**

Does the Agreement confirm the at-will status of the employment relationship between Employer and Employee?

Yes             No

**Arbitration**

If you would like the Agreement to include an arbitration clause, please provide the name of the organization administering any arbitration: \_\_\_\_\_

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**Choice of Forum**

If you would like to specify a forum county, please do so here: \_\_\_\_\_

Is the venue identified in the Agreement exclusive?

Yes             No

**Modification and Waiver**

Select the representative of Employer authorized to amend or modify this Agreements:

- A duly authorized officer
- Someone in a specific position: \_\_\_\_\_



**Counterparts**

If delivery of an executed counterpart has the same legal effect as delivery of an original signed copy of the agreement, please answer the following questions:

Is delivery of only the executed counterpart's signature page sufficient?

- Yes             No

Does delivery by fax, email, or other electronic means of a signed copy of the Agreement also have the same legal effect as delivery of an original?

- Yes             No

**Signatures**

Name of person authorized to sign on behalf of employer: \_\_\_\_\_

Title of person authorized to sign on behalf of employee: \_\_\_\_\_