

NON-DISCLOSURE AGREEMENT

RETAIL STORE EMPLOYEE CONFIDENTIALITY AGREEMENT

Agreement Date: _____

Company: _____

Employee Name: _____

Employee Address: _____

Position/Title: _____

1. PARTIES TO AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into between **[RETAIL STORE NAME]**, a [State] [corporation/LLC/partnership] ("Company"), and the above-named individual ("Employee" or "Recipient").

2. PURPOSE AND SCOPE

Employee acknowledges that during the course of employment with the Company, Employee will have access to and become acquainted with various trade secrets, proprietary information, and confidential information belonging to the Company. This Agreement is intended to protect such confidential information from unauthorized disclosure.

3. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" includes, but is not limited to:

Business Operations

- Sales figures, revenue data, and financial performance metrics
- Profit margins, pricing strategies, and cost structures
- Inventory management systems and stock level information
- Supplier agreements, vendor contracts, and purchasing arrangements
- Store operational procedures and protocols
- Marketing strategies, promotional campaigns, and advertising plans
- Business expansion plans and strategic initiatives

Customer Information

- Customer databases and contact information
- Purchase histories and buying patterns
- Customer preferences and behavioral data
- Loyalty program information and member details
- Customer complaints and resolution processes
- Any personally identifiable customer information (PII)

Employee and Management Information

- Employee compensation structures and individual salary information
- Personnel files and employment records
- Management decisions and internal communications
- Training materials and employee development programs
- Performance evaluations and disciplinary actions
- Scheduling systems and labor allocation strategies

Technology and Systems

- Point-of-sale (POS) system configurations and data
- Security codes, passwords, and access credentials
- Surveillance system information and security protocols
- Computer systems, software licenses, and technical processes
- E-commerce platforms and online sales data
- IT infrastructure and network configurations

Proprietary Business Methods

- Store layout designs and merchandising strategies
- Product sourcing and procurement methods
- Quality control processes and standards

- Loss prevention techniques and security measures
- Customer service protocols and complaint resolution procedures
- Any trade secrets or proprietary business methods

4. OBLIGATIONS OF EMPLOYEE

Employee agrees to:

Confidentiality Obligations

- Hold all Confidential Information in strict confidence
- Not disclose Confidential Information to any third party without prior written consent
- Use Confidential Information solely for authorized business purposes
- Take reasonable precautions to prevent unauthorized disclosure
- Limit access to Confidential Information to authorized personnel only

Specific Prohibitions

- Not discuss customer information, sales data, or business operations with unauthorized individuals
- Not share login credentials, security codes, or system access information
- Not remove, copy, or reproduce Confidential Information without authorization
- Not use Confidential Information for personal benefit or competitive advantage
- Not photograph, record, or document Confidential Information without permission

5. RETURN OF MATERIALS

Upon termination of employment or upon Company's request, Employee agrees to immediately return all materials containing or relating to Confidential Information, including but not limited to:

- Documents, files, and records (physical and electronic)
- Computer equipment, mobile devices, and storage media
- Access cards, keys, and security devices

- Any copies, notes, or summaries of Confidential Information

6. NON-COMPETE AND NON-SOLICITATION

Non-Compete Provision

For a period of [TIME PERIOD] following termination of employment, Employee agrees not to directly compete with the Company within a [GEOGRAPHIC RADIUS] mile radius of any Company location by:

- Operating a similar retail business
- Working for a direct competitor in a similar capacity
- Soliciting Company customers for competitive purposes

Non-Solicitation of Employees

Employee agrees not to solicit, recruit, or hire Company employees for a period of [TIME PERIOD] following termination of employment.

Non-Solicitation of Customers

Employee agrees not to solicit Company customers or attempt to divert business from the Company for a period of [TIME PERIOD] following termination of employment.

7. DURATION OF OBLIGATIONS

The obligations set forth in this Agreement shall:

- Begin immediately upon signing this Agreement
- Continue during the entire period of employment
- Survive termination of employment for a period of [TIME PERIOD] years
- Continue indefinitely for trade secrets and proprietary information

8. REMEDIES AND ENFORCEMENT

Monetary Damages

Employee acknowledges that breach of this Agreement may cause irreparable harm to the Company that cannot be adequately compensated by monetary damages alone.

Injunctive Relief

Company shall be entitled to seek injunctive relief, specific performance, and other equitable remedies to prevent or remedy any breach of this Agreement.

Attorney's Fees

The prevailing party in any legal action shall be entitled to recover reasonable attorney's fees and costs.

Liquidated Damages

In addition to other remedies, Employee agrees to pay liquidated damages of \$[AMOUNT] for each breach of this Agreement, as the actual damages would be difficult to determine.

9. EXCEPTIONS TO CONFIDENTIALITY

This Agreement does not prohibit Employee from:

- Disclosing information required by law or court order
- Reporting suspected illegal activities to appropriate authorities
- Filing complaints with regulatory agencies
- Discussing wages, hours, or working conditions with other employees as protected by labor laws

10. GENERAL PROVISIONS

Governing Law

This Agreement shall be governed by the laws of [STATE] without regard to conflict of law principles.

Severability

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding confidentiality and supersedes all prior agreements or understandings.

Amendment

This Agreement may only be modified in writing, signed by both parties.

Assignment

This Agreement shall be binding upon Employee's heirs, successors, and assigns.

Jurisdiction

Any legal disputes shall be resolved in the courts of [COUNTY], [STATE].

ACKNOWLEDGMENT AND SIGNATURE

By signing below, Employee acknowledges that:

- Employee has read and understood this Agreement
- Employee has had the opportunity to consult with legal counsel
- Employee agrees to be bound by all terms and conditions
- Employee understands the consequences of breach of this Agreement

COMPANY:

[RETAIL STORE NAME]

By: _____

Name: [NAME]

Title: [TITLE]

Date: _____

EMPLOYEE:

Employee Signature

Date: _____