

CONFIDENTIALITY AGREEMENT

I, <<name of employee/contractor/student>>, <<address>>, Ontario, in consideration of <<name of firm/business>> ("**Firm**") agreeing to <<employ me as an assistant/clerk/other engage me as a contractor/co-op student>> (the "**Engagement**") and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), agree as follows:

1. I understand that during the course of my duties with <<Firm>> I will gain knowledge of, or have access to, information relating to the business and affairs of <<Firm>>, its clients and third parties who may from time-to-time have dealings with <<Firm>> and its clients (such information herein collectively, "**Information**"). The Information, regardless of the form in which it is recorded, transmitted, observed or expressed, or to which it may be converted or transcribed, shall include, without limitation, written and electronically stored or accessible information and data, and includes the name and identity of all such clients and third parties.
2. I acknowledge that all Information is strictly confidential and I agree that I shall not reveal to any person or entity, or use any Information at any time, except as expressly directed by <<Firm>>, or as may be required by law.
3. I acknowledge and agree that my obligation of confidentiality under paragraph 2 is of indefinite duration and that I will never disclose any Information to any person or entity, except as expressly directed by <<Firm>>, or as may be required by law.
4. I undertake and agree that no Information will be distributed, altered, copied, interfered with or destroyed, except in accordance with the instructions of <<Firm>>.
5. I agree to use extreme caution with, and take all steps to safeguard, the confidentiality of any part of the Information that may come into my possession at any time or in any place, and in particular when using any type of electronic device or when performing my duties outside the office of <<Firm>>.
6. I acknowledge that have been advised by <<Firm>> that lawyers in Ontario are bound by the following *Rule of Professional Conduct* :

Rule 2.03 (1) *A lawyer at all times shall hold in strict confidence all information concerning the business and affairs of the client acquired in the course of the professional relationship and shall not divulge any such information unless expressly or impliedly authorized by the client or required by law to do so.*

Alternate for paralegals

I acknowledge that I have been advised by <<Firm>> that paralegals in Ontario are bound by the following *Paralegal Rule of Conduct*:

Rule 3.03 (1) A paralegal shall, at all times, hold in strict confidence all information concerning the business and affairs of a client acquired in the course of their professional relationship and shall not disclose any such information unless expressly or impliedly authorized by the client or required by law to do so.

7. I acknowledge and agree that it is a condition of my Engagement with <<Firm>> that I am bound by, and required to strictly honour, the Rule set forth in paragraph 6 above in the same manner and to the same extent as if I were a <<lawyer/ paralegal>> of <<Firm>>, and that this obligation is of indefinite duration.
8. For greater certainty and without in any way limiting the generality of the foregoing, I understand, acknowledge and agree that the following conduct would amount to a breach of my obligations under this agreement:
 - i. discussing the identity of a client with any person or entity other than a member of <<Firm>> or a third party where I have been expressly authorized by <<Firm>> to do so;
 - ii. discussing a client file, or any details thereof, with any person or entity other than a member of <<Firm>> or a third party where I have been expressly authorized by <<Firm>> to do so;
 - iii. discussing a client file, or any details thereof, in a location or in a manner that may be overheard by unauthorized third parties;
 - iv. failing to keep client documents safe and secure at all times;
 - v. allowing the client name or file matter name to be displayed on any document or a file folder in any non-confidential setting; or
 - vi. disclosing, divulging, revealing or using client information for my personal benefit or for the benefit of any other person or entity.
9. I understand and agree that compliance with this agreement is a condition of my Engagement with <<Firm>> and that failure to comply strictly with each term of this agreement may result in the termination without notice of my Engagement with <<Firm>>.
10. I agree that if I am compelled by law to disclose Information as contemplated in paragraphs 2 and 3 above, I shall co-operate with <<Firm>> in order to prevent or minimize such disclosure, and I acknowledge that <<Firm>> waives compliance with this agreement to the extent that such disclosure cannot be prevented or minimized. I further agree that I will only disclose that portion of the Information that I am compelled to disclose and that I will exercise all reasonable efforts to seek reliable assurances that such portion of the Information will be accorded confidential treatment.

11. This Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein.
12. The covenants in this agreement are separate and severable, and unenforceability of any specific covenant shall not affect the provisions of any other covenant. Moreover, if any court determines that the restrictions as set forth herein are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent which the court deems reasonable, and the agreement shall thereby be reformed.
13. I have been advised that I have the right to seek independent legal advice prior to signing this agreement.

SIGNED at _____, Ontario, this ___ day of _____, 20____.

Signature

Witness

Firm Signature



*Legal information and support
designed for you.*

Please note that this information is not a substitute for the member's own research, analysis and judgment. The Law Society of Upper Canada does not provide substantive legal advice or opinions.