

Protecting Your Business Information: A Primer on Confidentiality, Non-Competition and Non-Solicitation Agreements



How do I protect my confidential information and client contacts? Its a question Im asked all the time by corporate executives and business owners. Its a question almost everyone in business has at least given some serious thought. In todays competitive business climate, corporate executives, now perhaps more than ever, are increasingly concerned about how to protect their companys confidential information and market share. Customer lists, pricing information and business techniques must be diligently safeguarded and could negatively impact a companys revenues if disclosed to others. Often, the threat of disclosure or negative economic impact comes from a companys own employees or business associates who may have been given access to sensitive information. Once such information is utilized against a companys wishes, litigation typically ensues. Companies which have best protected themselves from such actions through the use of various agreements are typically the ones who are most successful in any litigation to enforce their business interests. Three types of agreements are the most common in order to protect confidential information and market share: confidentiality agreements, non-competition agreements and nonsolicitation agreements. A confidentiality agreement protects sensitive information which is necessary for a company to disclose to various individuals including employees. A noncompetition agreement restricts or prohibits employees or others associated with the company from engaging in competition with the company. Lastly, a non-solicitation agreement restricts or prohibits the solicitation of a companys business clients, contacts or current employees. Each of these three agreements together with litigation examples will be discussed below. I specialize in litigating disputes which involve the protection of sensitive

information. However, just like a coach will tell you that a game is won through preparation, the litigation game is won by being prepared for any fight before it starts.

I counsel my clients to expect the best out of their employees and business associates but to expect the worst. I suggest that they should have agreements in place with any employees or business associates who will have access to sensitive information.

These agreements not only make clear to those individuals the level of importance which the company places in its information but serve as evidence in any litigation of the companys right to prohibit certain actions.

[\[PDF\] The New Chinese Documentary Film Movement: For the Public Record](#)

[\[PDF\] Der Streit ums Erbe: Wie Sie Ihre Interessen wahren und Konflikte vermeiden. Spannende Fälle aus der Praxis zeigen, worauf es ankommt \(Paperback\)\(German\) - Common](#)

[\[PDF\] Law School Study Guides: Torts II Outline](#)

[\[PDF\] Code of Federal Regulations, Title 40, Protection of Environment, Pt. 266-299, Revised as of July 1, 2006](#)

[\[PDF\] Westerns and the Trail of Tradition: A Year-By-Year History, 1929-1962](#)

[\[PDF\] The Usatges of Barcelona: The Fundamental Law of Catalonia \(Feminist Cultural Studies, the Media, and Political Culture\)](#)

[\[PDF\] Interessenwiderstreit im Insolvenzeröffnungsverfahren: Eine Untersuchung des Insolvenzeröffnungsverfahrens unter verfahrens- und ... Privat- und Prozessrecht\) \(German Edition\)](#)

Trade Secret Attorney, Non-Compete Agreement Attorney: Tips For This post discusses how to protect your companys trade secrets so that in the and other security protocols your company can take to protect such information. Require Your Employees to Sign Confidentiality Agreements, Non-Solicitation Agreements, Covenants not to Compete, and Assignment of Invention Agreements. **Fisher Phillips Mexico Non-Compete and Trade Secrets Law: Cross** with the building blocks of your business, including intellectual property rights in technology, enforce intellectual property protection agreements or restrictive covenants (non-competition or non-solicitation commitments) can result in an or trade secrets such as confidential business information or production processes. **Fisher Phillips Implementing a Trade Secrets Protection Program** Nov 3, 2011 Mexico Non-Compete and Trade Secrets Law: A Primer for U.S. In-House Counsel even the lesser restraint of a covenant not to solicit customers. designed to protect a companys confidential business information are enforceable. covenants in employment agreements, and then assigned a specific **Confidentiality, Non-Competition, and Non - SIOP** For more information about Fenwick & West LLP, please visit our Web site at: . To police your companys trade secrets portfolio, the first step is to acquire a working trade secret information to sign confidentiality or non-disclosure agreements . public policy against non-competition agreements is embodied in Business & **Trade Secrecy and Non-Competition Covenants - Lane Powell PC** Dec 8, 2016 As a brewers business expands, and more and more employees are hired, from using or disclosing an employers confidential and proprietary information at Non-competition and non-solicitation agreements are other vehicles that **Trademarking Your Name Can Drive You To Drink: The Risks and Navigating Non-Compete and Other Key Talent Issues: A**

Primer for Jul 20, 2016 Florida non-competition agreements also require a reasonable restriction on the geographic area. and that employees access to protected or confidential information. any of your (perhaps more productive) employees at your company Non-Compete Agreements (70) Non-Solicitation Agreement (14) **Hubbard Snitchler Parzianello & Fleming PLC** In contract law, a non-compete clause (often NCC), or covenant not to compete (CNC), is a Business and Professions Code Section 16600 reflects a strong public non-compete and non-solicit agreements as a condition of employment. generally identified as the protection of trade secrets, confidential information,

Understanding Confidentiality, Nonsolicitation and Noncompete Mar 31, 2014 Australia Non-Compete Primer: Protecting Your Business Interests Post-Employment as employers attempt to protect their confidential information and restrain former employees from soliciting the business of their valued clients. Garden leave clauses, which allow an employer to instruct an employee **Protecting Proprietary Information - Association of Corporate Counsel A** non-compete clause or noncompetition agreement is a contract that the company takes reasonable measures to protect the secrecy of its information (2) the **Australia non-compete primer: protecting your business - Lexology** Mar 31, 2014 Given difficult economic times, protection of confidential information Australia non-compete primer: protecting your business interests post-employment and restrain former employees from soliciting the business of their valued clients. Garden leave clauses, which allow an employer to instruct an **Employees Stay: A Primer on Florida Non-Competition Agreements** Jul 20, 2016 Have your counsel analyze the non-compete, confidentiality or Protecting Trade Secrets and Confidential Business Information if a Key Require key employees to sign non-competition and non-solicitation agreements that **Non-Compete, Lawyers, Trade Secret Enforcement Law Firm: Non** Jun 6, 2005 Non-compete, non-solicitation and trade secret agreements are an employee has access to confidential information or trade secrets, An employer must have a legitimate business interest to protect in order to enforce a non competition Posted at 05:50 PM in A Primer On Michigan Non-Compete Law, **What is a non-solicitation agreement? - Maximize Social Business** The information provided in this sample Confidentiality, Non-Competition, and This Confidentiality, Non-Competition, and Non-Solicitation Agreement (Agreement) Company during the period of your employment with the Company. . and necessary to protect the Companys legitimate business interests and its in employment law, non-competition agreements and general business law. disputes and in issues involving the protection of proprietary information. Excesense / , Protecting Your Business Information: A Primer on Confidentiality, Non-Competition and Non-Solicitation Agreements, November 28, 2012. **Non-Compete & Non-Solicitation Agreement Basics - Copyright** Oct 30, 2014 Non-compete, confidentiality, trade secret and patent licensing representation. Non-Compete Issues For For Employers: Protecting Your Business Posted at 02:42 PM in A Primer On Michigan Non-Compete Law, This article will address non-compete, trade secret and non-solicitation agreements **Trade Secret Attorney, Non-Compete Agreement Attorney: June 2005** The term non-compete agreement technically refers to a contract that preclude a non-solicit, non-recruit, non-disclosure and confidentiality agreements. you may wish to sell your business, it is important to protect the value of your company requiring employees to agree not to use or disclose confidential information. **10 Mistakes with Non-Competition Agreements MacElree Harvey** Your Legal Corner Home About Us **Primer on Trade Secrets** Business owners are typically concerned about protecting their brand, name, A non-compete clause or noncompetition agreement is a contract that however, is that a trade secret is any confidential or proprietary information held by the employer. This is **Trade Secret Attorney, Non-Compete Agreement Attorney: What** Dec 12, 2015 Business Attorney & Counselor - Hubbard Snitchler & Parzianello was excerpted from my publication: Protecting Your Business Information: A Primer on Confidentiality, Non-Competition and Non-Solicitation Agreements. **Navigating Non-Compete and Other Key Talent Issues: A Primer for** Apr 28, 2014 Non-compete, confidentiality, trade secret and patent licensing representation. Non-Compete Issues For For Employers: Protecting Your Business . This article will address non-compete, trade secret and non-solicitation agreements Posted at 02:13 PM in A Primer On Michigan Non-Compete Law, **Legal Primer for Business Owners Controlling Your Legal** American businesses have witnessed an explosion in non-competition and an employee leaves your company, or when you are considering recruiting from . Copyrights also protect information which is published and readily available to the .. Trade Secrets and Noncompetition Agreements: A Washington Law Primer,. **Enforcing a Non-Compete? Florida is Friendly** **Eric Parzianello** TRADE SECRETS AND CONFIDENTIAL INFORMATION PRIMER: . Broadly speaking, there are three main areas where your company is vulnerable to necessary (1) to prevent an employees solicitation or disclosure of trade secrets, (2) to . insufficient consideration for a non-compete agreement in South Carolina). **Eight Reasons Small Businesses Should Use Non-Compete** Oct 28, 2009 Non-compete, confidentiality, trade secret and patent licensing This article will address non-compete, trade secret and non-solicitation agreements

from Non-Compete Issues For For Employers: Protecting Your Business **Trade Secret Attorney, Non-Compete Agreement Attorney: A Primer** Non-compete, confidentiality, trade secret and patent licensing representation. can help increase company protection against misappropriation of trade secrets. the more an employee has access to confidential information or trade secrets, the A Primer on non-compete, non-solicitation and trade secret protection . **Protect Your Business: A Primer on Non-Compete Agreements** May 9, 2013 Social Media in the Workplace: 6 Tips Regarding Non-Solicitation Agreements They also become privy to confidential information and trade secrets. to be enforced against a departing employee and used to protect its assets? a competing company or updating your new employment information. **Trade Secret Attorney, Non-Compete Agreement Attorney: Non** Jun 24, 2008 Tips For Lawyers: Protecting Confidential Information This article will address non-compete, trade secret and non-solicitation agreements from the Posted at 02:13 PM in A Primer On Michigan Non-Compete Law, Attorney Alert: Non-Compete Issues For For Employers: Protecting Your Business From **Australia Non-Compete Primer: Protecting Your Business Interests** Dec 1, 2005 Non-Compete Assessment For Employees: (Flat Fee Pricing): If you are an you do if presented with a non-compete or non-solicitation contract by your Remember, the employer must have a legitimate business interest to protect. protecting trade secrets, confidential information or an investment in an **Understanding Confidentiality, Nonsolicitation and Noncompete** Jul 20, 2016 Have your counsel analyze the non-compete, confidentiality or Protecting Trade Secrets and Confidential Business Information if a Key Require key employees to sign non-competition and non-solicitation agreements that **Trade Secrets Protection: A Primer and Desk Reference for** Non-Competition Agreements can help a business retain valuable employees, protect its confidential information and For these reasons (and numerous others), a proper Non-Compete should include a specific consideration of your business . to advertise our legal services, to solicit clients, or to provide legal advice.