

SAMPLE

CONFIDENTIALITY AGREEMENT

I, \_\_\_\_\_ of \_\_\_\_\_  
(name) (address)

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in the Province of Nova Scotia, agree that my employment by [name of law firm] (“the firm”) shall be strictly on the following terms and conditions:

1. I acknowledge that I have been advised by the firm that all information and documents that I may have knowledge of or access to through my employment with the firm are strictly confidential.
2. I undertake and agree at all times to treat as confidential all information acquired through my employment with the firm, and not to disclose the same except as authorized expressly or implied by the client in the course of my employment or unless the disclosure is required by law. I acknowledge that such information is not to be altered, copied, interfered with or destroyed, except upon authorization and in accordance with the policy of the firm. I will not discuss such information with any party, nor will I participate in or permit the release, publication or disclosure of such information, nor will I copy, distribute, or disseminate such information, except as authorized in the course of my employment or by law.

I understand that this agreement and undertaking includes:

- (a) never discussing the personality of a client, his or her file or any details thereof with anyone other than a staff member of the firm directly concerned;
- (b) avoiding the use of names of clients or details of a case in conversations with other clients, friends or relatives;
- (c) ensuring that disclosures of information are made only to persons entitled to that information;
- (d) ensuring that conversations relating to clients or other firm business are not conducted in the elevator or at reception areas where conversations may be heard by other than firm staff; and
- (e) ensuring the confidential or personal matters concerning firm staff are not divulged or discussed unnecessarily with other staff members.
- (f) not disclosing this the firm or a lawyer in the firm has been consulted or retained by a person unless authorized to do so expressly or impliedly by the client or the firm and the nature of the matter requires me to do so.

I understand and acknowledge that, as an employee of the firm, I am required to honour and be bound by those provisions in the same manner as all the lawyers in the firm, even after I have left the employment of the firm.

4. I understand that compliance with the confidentiality requirements of the firm is a condition of my employment and that failure to comply may result in immediate termination of my employment by the firm.

5. I agree to be bound by the provisions of this Agreement and will continue to be so bound following the termination of my employment

6. I have been advised that I have the right to seek independent legal advice prior to signing this agreement.

SIGNED at \_\_\_\_\_, Nova Scotia, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of staff member

\_\_\_\_\_  
Witness