

# Employee Non-Disclosure Agreement

This **employee non-disclosure agreement** ("Agreement") is entered into as of  by and between  ("Company") and  ("Employee").

## 1. Purpose

The purpose of this Agreement is to prevent the unauthorized disclosure of Confidential Information (as defined below) belonging to the Company.

## 2. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes all non-public information, whether oral, written, electronic, or otherwise, that is disclosed to the Employee and relates to the Company's business operations, plans, finances, processes, products, clients, or any other proprietary data.

## 3. Non-Disclosure Obligations

The Employee agrees not to disclose, use, or permit the use of any Confidential Information except as required in the ordinary course of their duties for the Company.

## 4. Exceptions

Obligations under this Agreement do not extend to information that is: (a) publicly known through no fault of Employee; (b) received from a third party without breach of any obligation to Company; or (c) independently developed by Employee without reference to the Confidential Information.

## 5. Duration

This Agreement and Employee's duty to hold Confidential Information in confidence remain in effect both during and after the termination of employment.

## 6. Return of Materials

Upon termination of employment, Employee agrees to promptly return all documents, records, or other materials containing Confidential Information to the Company.

## 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of .

**Employee Signature:**

(Name & Signature)

**Date:**

**Company Representative:**

(Name & Title)

**Date:**

