

# Unilateral Non-Disclosure Agreement (NDA) for Employees

This **Unilateral Non-Disclosure Agreement** (the "Agreement") is entered into as of **[Date]** by and between **[Company Name]** (the "Disclosing Party") and **[Employee Name]** (the "Receiving Party").

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or confidential data, information, documents, or materials disclosed by the Company to the Employee, whether oral, written, electronic, or in any other form. This includes, but is not limited to, business strategies, financial information, customer lists, technical data, know-how, and trade secrets.

## 2. Obligations of Receiving Party

The Employee agrees to:

- Maintain all Confidential Information in strict confidence and not disclose it to any third party without the prior written consent of the Company.
- Use Confidential Information solely for authorized business purposes related to employment.
- Take all reasonable steps to protect Confidential Information from unauthorized disclosure or misuse.

## 3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the Employee;
- Was lawfully known to the Employee prior to disclosure;
- Is independently developed by the Employee without use of or reference to Confidential Information; or
- Is disclosed pursuant to legal requirement or court order, provided the Employee notifies the Company prior to such disclosure.

## 4. Term

The Employee's obligations under this Agreement shall remain in effect during the period of employment and for a period of **[Specify Period, e.g., two (2) years]** following termination of employment.

## 5. Return of Materials

Upon termination of employment or upon request by the Company, the Employee will promptly return all materials containing Confidential Information to the Company.

## 6. Remedies

The Employee acknowledges that unauthorized disclosure or misuse of Confidential Information may cause irreparable harm to the Company, entitling the Company to seek injunctive relief and/or damages.

## 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **[Specify State]**.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**Disclosing Party:**  
**[Company Name]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Receiving Party:**  
**[Employee Name]**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_