

Employee Non-Disclosure Agreement (NDA)

This Employee Non-Disclosure Agreement ("Agreement") is made and entered into as of _____ ("Effective Date"), by and between _____ ("Company") and _____ ("Employee").

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes all non-public information, whether written, oral, or electronic, that the Company provides to the Employee, including but not limited to: business strategies, financial data, client lists, trade secrets, intellectual property, and other information designated as confidential.

2. Obligations of Employee

- The Employee shall maintain the strict confidentiality of all Confidential Information received during employment.
- The Employee shall not disclose, share, or use any Confidential Information outside the scope of their job duties without the prior written consent of the Company.
- The Employee agrees to take reasonable steps to prevent unauthorized disclosure or use of Confidential Information.

3. Exclusions

The obligations herein do not extend to information which:

1. Is or becomes publicly available through no breach by Employee;
2. Is lawfully received by Employee from a third party without restriction;
3. Is independently developed by Employee without use of or reference to Confidential Information;
4. Is required to be disclosed by law or regulation, provided Employee gives prompt notice to the Company.

4. Return of Materials

Upon termination of employment, the Employee shall promptly return to the Company all materials, documents, and information containing or related to Confidential Information.

5. Term

This Agreement and the Employee's duty to hold Confidential Information in confidence shall remain in effect during employment and for _____ years following termination.

6. Governing Law

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

7. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior understandings.

Employee Signature
Date: _____

Company Representative

Date: _____