

# 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: \_\_\_\_\_

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Company Representative  
Date: \_\_\_\_\_