

# Standard Employment Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is entered into by and between:

**Employer:** \_\_\_\_\_

**Employee:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any data, know-how, trade secrets, business plans, strategies, or any information disclosed by Employer to Employee, whether in written, oral, electronic, or other form, that is not generally known to the public.

## 2. Obligations of Employee

The Employee agrees not to disclose, reproduce, or use any Confidential Information for any purpose outside the scope of their employment, either during or after the term of their employment, except with prior written consent from the Employer.

## 3. Exclusions

Confidential Information does not include information that: (a) is or becomes publicly known; (b) is received from a third party without breach of any obligation; (c) is independently developed by Employee without use of Employer's information; or (d) is disclosed under order of law.

## 4. Return of Materials

Upon termination of employment, Employee will promptly return all materials containing Confidential Information to Employer or certify the destruction of such materials.

## 5. Term

This Agreement and Employee's duty to hold Confidential Information in confidence remain in effect throughout the term of employment and for a period of \_\_\_\_\_ years following termination.

## 6. Remedies

Employee acknowledges that any violation of this Agreement may cause irreparable harm to Employer, entitling Employer to seek equitable relief.

## 7. Governing Law

This Agreement shall be governed by the laws of \_\_\_\_\_.

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Employer Signature

Date: \_\_\_\_\_

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Employee Signature

Date: \_\_\_\_\_