

Proprietary Information and Non-Disclosure Agreement

This Proprietary Information and Non-Disclosure Agreement ("Agreement") is entered into as of _____, 20__, by and between _____ ("Employee/Contractor") and _____ ("Company").

1. Definition of Proprietary Information

For purposes of this Agreement, "Proprietary Information" includes all confidential or non-public information, including but not limited to trade secrets, technical data, research, product plans, products, software, developments, inventions, processes, formulas, business strategies, financial information, and personnel data disclosed by Company.

2. Non-Disclosure and Non-Use

Employee/Contractor agrees not to use or disclose any Proprietary Information except as authorized in writing by Company or as necessary to perform duties for Company. This obligation continues for a period of two (2) years after termination of employment or engagement.

3. Exclusions

Obligations in this Agreement do not apply to information that:

- is or becomes publicly known through no breach of this Agreement;
- is received lawfully from a third party without restriction;
- is independently developed by Employee/Contractor without use of Company's Proprietary Information;
- is disclosed with prior written approval by Company.

4. Return of Materials

Upon termination of employment or upon Company's request, Employee/Contractor shall return or destroy all materials containing Proprietary Information in their possession.

5. Miscellaneous

1. This Agreement does not constitute a guarantee of employment or contract duration.
2. This Agreement is governed by the laws of the State of _____.
3. Any amendments must be in writing and signed by both parties.

Employee/Contractor Signature

Date: _____

Company Representative

Date: _____