

Confidentiality and Non-Disclosure Agreement

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

- **Employer:** _____
- **Employee:** _____

Effective as of: _____ (the "Effective Date")

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed or made available to the Employee by the Employer that is not generally known to the public, including but not limited to business processes, records, client lists, financial data, technical information, designs, and other proprietary information.

2. Obligations of Employee

The Employee agrees:

- To maintain and protect the confidentiality of all Confidential Information.
- Not to disclose Confidential Information to any third party without the prior written consent of the Employer.
- Not to use Confidential Information for any purpose except as required to perform their duties as an employee.

3. Exclusions

The obligations herein do not apply to information that:

- Is or becomes publicly known through no wrongful act of the Employee.
- Is received from a third party without breach of any obligation of confidentiality.
- Is independently developed by Employee without reference to Confidential Information.
- Is required to be disclosed by law or legal process.

4. Return of Materials

Upon termination of employment or at the Employer's request, Employee shall promptly return all documents, materials, and other property containing Confidential Information.

5. Term

This Agreement and Employee's duty to hold Confidential Information in confidence remain in effect during and after the term of employment.

6. Miscellaneous

This Agreement is governed by the laws of _____. Modification or waiver of any provision must be in writing and signed by both parties.

Employer Signature / Date

Employee Signature / Date