

# Employee Non-Disclosure Agreement (NDA)

This Employee Non-Disclosure Agreement ("Agreement") is entered into as of the date set forth below, by and between:

- **Company:** \_\_\_\_\_
- **Employee:** \_\_\_\_\_

## 1. Confidential Information

For purposes of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed by the Company to the Employee that is not generally known to the public and that the Employee understands is proprietary.

## 2. Obligations of Employee

The Employee agrees to:

- Hold and maintain the Confidential Information in strictest confidence.
- Not disclose such information to any third party without the prior written consent of the Company.
- Use the Confidential Information solely for the purpose of performing services for the Company.

## 3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no wrongful act of the Employee.
- Is received from a third party without breach of any obligation.
- Is known by the Employee prior to disclosure.

## 4. Term

This Agreement shall remain in effect during the Employee's employment and for a period of two (2) years after termination, regardless of the reason for termination.

## 5. Return of Materials

Upon termination of employment, the Employee agrees to return all documents, materials, and other tangible manifestations of Confidential Information to the Company.

## 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 concerning disclosure of Confidential Information and supersedes all prior agreements, written or oral, relating to such subject matter.

Company Representative Signature:

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Name:

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Date: \_\_\_\_\_  
Employee Signature:

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Name:

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