

Employee Confidentiality and Non-Disclosure Agreement

This Employee Confidentiality and Non-Disclosure Agreement ("Agreement") is made as of _____, by and between _____ ("Employee") and _____ ("Company").

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" refers to any data, documentation, business plan, strategy, information, or material that is proprietary to the Company and not generally known outside the Company.

2. Non-Disclosure and Non-Use Obligations

- Employee agrees to hold and maintain all Confidential Information in strictest confidence.
- Employee shall not, without prior written approval of the Company, use, reproduce, or disclose any Confidential Information.
- Employee shall take all reasonable precautions to prevent unauthorized disclosure of Confidential Information.

3. Exceptions

The obligations under this Agreement do not apply to information that:

- Is or becomes publicly known without breach of this Agreement;
- Is received from a third party without breach of any obligation of confidentiality;
- Is independently developed by Employee without use of or reference to Confidential Information.

4. Return of Materials

Upon termination of employment, Employee agrees to return all documents, materials, and other property containing or relating to Confidential Information.

5. Duration

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

6. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the state of _____.

7. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, or understandings.

Employee Signature

Date: _____

Company Representative

Date: _____