

# Employee Non-Disclosure Agreement (NDA)

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

- **Company:**
- **Employee:**
- **Date:**

## 1. Definition of Confidential Information

"Confidential Information" means any data or information, oral or written, that is disclosed by Company to Employee that is not generally known to the public, including but not limited to:

- Business and marketing plans
- Financial information
- Technical data and research
- Customer and supplier details
- Software and source code
- Any proprietary information

## 2. Obligations of Employee

- Employee shall hold and maintain Confidential Information in strictest confidence.
- Employee shall not disclose any Confidential Information to any third party without Company's written consent.
- Employee shall only use Confidential Information for the benefit of the Company and in connection with employment responsibilities.
- Employee shall take all steps reasonably necessary to protect the confidentiality of the information.

## 3. Exclusions

This Agreement does not apply to information which:

- Is or becomes public knowledge through no fault of the Employee;
- Is lawfully obtained from a third party without restriction;
- Is independently developed by Employee without use of or reference to Confidential Information;
- Is required to be disclosed by law or court order.

## 4. Return of Materials

Upon termination of employment or upon request, Employee shall promptly return all documents, records, and materials containing Confidential Information.

## 5. Term

This Agreement and Employee's duty to hold Confidential Information in confidence shall remain in effect during employment and for a period of years after termination of employment.

## 6. Governing Law

This Agreement is governed by the laws of the State of

### Signatures

Company Representative:

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Date:

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Employee:

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Date:

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