

# Employee Mutual Non-Disclosure Agreement (NDA)

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of ("Effective Date"), by and between:

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

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes all written, electronic, verbal, or other tangible or intangible information disclosed or made available by either party to the other, including but not limited to business plans, strategies, financial information, personnel data, technical information, trade secrets, customer lists, and other proprietary data.

## 2. Obligations

1. Both parties agree to keep all Confidential Information strictly confidential and not to disclose it to any third party, except as required by law or with prior written consent of the disclosing party.
2. The receiving party agrees to take all reasonable steps to protect the confidentiality of the Confidential Information, at least as stringently as it would to protect its own confidential information.
3. Confidential Information will not be used for any purpose other than for the performance of duties and obligations in connection with the employment relationship.

### 3. Exceptions

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the receiving party;
- Was known to the receiving party prior to disclosure by the disclosing party;
- Is received from a third party lawfully authorized to disclose it;
- Is independently developed by the receiving party without use of or reference to Confidential Information.

## 4. Term

The obligations of confidentiality herein shall remain in effect during the employment and for a period of years after termination of employment, regardless of the reason for termination.

## 5. Return of Materials

Upon termination of employment or upon request, the receiving party agrees to return or destroy all Confidential Information and materials.

## 6. No License

Nothing in this Agreement shall be construed as granting any license or right to the receiving party under any patent, trademark, copyright, or other intellectual property right.

## 7. Governing Law

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

# 8. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior understandings, whether written or oral, relating to the subject matter herein.

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Company Representative Signature  
Date: \_\_\_\_\_

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