

Employee Non-Disclosure Agreement

1. Parties

This Employee Non-Disclosure Agreement ("Agreement") is made between ("Employer") and ("Employee").

2. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Employer and not generally known to the public, including but not limited to business plans, financial data, customer lists, and trade secrets, whether disclosed orally or in writing.

3. Obligations of Employee

The Employee agrees not to disclose, use, or permit the use of any Confidential Information except as required in the course of employment with the Employer.

4. Exclusions

This Agreement does not apply to information that is lawfully obtained by Employee from a third party, becomes publicly known through no breach of this Agreement, or is independently developed by the Employee without reference to Confidential Information.

5. Return of Materials

Upon termination of employment, Employee shall return all materials, documents, and records containing Confidential Information to Employer.

6. Term

The obligations of this Agreement will survive after the termination of Employee's employment.

7. Governing Law

This Agreement will be governed by the laws of .

8. Entire Agreement

This is the entire agreement between the parties and supersedes any prior agreements or understandings.

Employee Signature

Date

Employer Representative Signature

Date