

# Non-Disclosure Clause Employment Agreement

## 1. Confidential Information

For the purposes of this Agreement, "Confidential Information" includes all data and information, whether written, oral, electronic, or otherwise, relating to the business, operations, finances, technology, or clients of the Company, which the Employee may obtain through any means during the course of employment.

## 2. Non-Disclosure

The Employee agrees not to disclose, use, or permit the use of any Confidential Information, directly or indirectly, for any purpose outside the scope of their employment, except as may be required in the regular course of their duties for the Company.

## 3. Exclusions

This clause does not apply to information that:

- Is or becomes publicly known through no fault of the Employee;
- Is received from a third party without breach of any obligation of confidentiality;
- Is independently developed by the Employee without reference to the Confidential Information; or
- Is disclosed with the prior written consent of the Company.

## 4. Return of Materials

Upon termination of employment, the Employee agrees to return to the Company all materials containing Confidential Information, including documents, electronic files, and any other property belonging to the Company.

## 5. Duration

The obligations under this Non-Disclosure Clause shall survive termination of the Employee's employment for a period of .

## 6. Remedies

The Employee acknowledges that any breach of this clause may result in irreparable harm to the Company, and therefore, in addition to any other remedies available at law or equity, the Company shall be entitled to seek injunctive relief.

Employee Name:

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Signature:

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Date:

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