

# Employee Non-Disclosure Agreement (NDA) Template

This Employee Non-Disclosure Agreement ("Agreement") is entered into as of \_\_\_\_\_, by and between \_\_\_\_\_ ("Company") and \_\_\_\_\_ ("Employee").

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes all non-public information disclosed to the Employee, whether oral, written, or otherwise recorded, including but not limited to trade secrets, business operations, client information, strategies, financial data, technical data, product plans, and any other proprietary information.

## 2. Obligations of Employee

1. The Employee agrees to hold all Confidential Information in trust and strict confidence and not to disclose it to any third party without the prior written consent of the Company.
2. The Employee will not use any Confidential Information for any purpose other than as required to perform their duties for the Company.
3. Employee shall take all reasonable precautions to prevent unauthorized disclosure of the Confidential Information.

## 3. Exclusions

Confidential Information does not include information which:

- Is or becomes publicly known through no fault of the Employee;
- Is received from a third party lawfully and without breach of any obligation of confidentiality;
- Is independently developed by the Employee without use of or reference to any Confidential Information.

## 4. Term

This Agreement and the Employee's duty to hold Confidential Information in confidence remains in effect during the Employee's employment and for a period of [number] years following termination of employment.

## 5. Return of Materials

Upon termination of employment or at the request of the Company, the Employee agrees to promptly return all materials, documents, or media containing Confidential Information.

## 6. Miscellaneous

1. This Agreement does not constitute a contract of employment for any specific term.
2. This Agreement is governed by the laws of the State of \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

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Employee Signature

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Print Name

\_\_\_\_\_

Date

\_\_\_\_\_

Company Representative Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Date