

Employee Proprietary Information Agreement

This Employee Proprietary Information Agreement ("Agreement") is entered into as of _____
 ("Effective Date"), by and between _____ ("Company"), and
 _____ ("Employee").

1. Proprietary Information

“**Proprietary Information**” means all confidential and proprietary information or materials belonging to the Company, whether disclosed orally or in writing, that are not generally known to the public, including but not limited to business plans, technical data, products, software, inventions, processes, formulas, designs, drawings, customer lists, and financial information.

2. Non-Disclosure

Employee agrees to keep strictly confidential and not disclose, use, or permit the use or disclosure of any Proprietary Information, except as required in the course of performing duties as an employee of the Company.

3. Ownership & Return of Materials

- All Proprietary Information and materials, whether in written, electronic, or other form, remain the exclusive property of the Company.
- Upon request or upon termination of employment, Employee agrees to return or destroy all materials and documentation containing Proprietary Information.

4. Inventions

Employee agrees to promptly disclose to the Company all inventions and developments made during employment that relate directly to the Company's business. Employee hereby assigns and agrees to assign all rights to such inventions to the Company.

5. Duration

The obligations of this Agreement shall continue both during employment and thereafter, until such Proprietary Information becomes publicly known through no wrongful act by the Employee.

6. General Provisions

- This Agreement constitutes the entire agreement regarding Proprietary Information and supersedes any prior agreements.
- This Agreement may be modified only by the written agreement of both parties.

Employee Signature

Date:

Company Representative

Date: _____