

Employee Non Disclosure Agreement

This **Employee Non-Disclosure Agreement** ("**Agreement**") is entered into as of _____, by and between the following parties;

Company

Employee

WHEREAS, the Company possesses confidential and proprietary information relating to its business, operations, clients, employees, and strategic plans;

WHEREAS, the Employee is employed by, or will be employed by, the Company and may receive access to such confidential information in the course of employment;

WHEREAS, the Company seeks to protect its legitimate business interests by restricting the unauthorized use or disclosure of its confidential information;

NOW THEREFORE, in consideration of the Employee's employment or continued employment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to protect the Company's confidential, proprietary, and sensitive information from unauthorized use, access, or disclosure by the Employee during and after the employment relationship. In the course of employment, the Employee may have access to information that is subject to contractual, regulatory, and legal confidentiality obligations, including personal data and other protected information. This Agreement is intended to support the Company's responsibility to handle such information in a secure and lawful manner and to comply with applicable privacy, data protection, and information security requirements. The Employee's confidentiality obligations under this Agreement form an essential part of the Company's overall compliance and risk management framework.

2. Definition of Confidential Information

For purposes of this Agreement, “**Confidential Information**” means any non-public information, whether written, electronic, visual, or oral, that relates to the Company or its business and that is disclosed to or accessed by the Employee as a result of employment. This includes, but is not limited to, business plans, financial data, pricing information, client and supplier information, marketing strategies, software, source code, product designs, trade secrets, internal policies, employee information, and any other information that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

Confidential Information does not include information that:

- becomes publicly available through no fault of the Employee;
- was lawfully known to the Employee prior to disclosure by the Company; or
- is independently developed by the Employee without use of the Company’s Confidential Information.

3. Obligation of Confidentiality

The Employee agrees to:

- use Confidential Information solely for legitimate business purposes related to employment with the Company; and
- not disclose, publish, transmit, or make available any Confidential Information to any third party without the Company’s prior written consent, except as required to perform assigned job duties.

The Employee shall take reasonable measures to protect the confidentiality of the Confidential Information and to prevent unauthorized access or disclosure.

4. Exclusions and Permitted Disclosures

Nothing in this Agreement prohibits the Employee from disclosing Confidential Information if disclosure is required by law, regulation, or valid legal process, provided that the Employee gives the Company prompt written notice of such requirement where legally permissible and cooperates with the Company in seeking protective measures.

This Agreement does not restrict the Employee from reporting suspected unlawful conduct to appropriate authorities or from participating in investigations or proceedings as permitted by law.

5. Ownership of Confidential Information

All Confidential Information remains the exclusive property of the Company. No rights, licenses, or interests in the Confidential Information are granted to the Employee except the limited right to use such information for authorized employment purposes.

6. Return of Company Property

Upon termination of employment, or at any time upon the Company's request, the Employee shall promptly return or permanently delete all Confidential Information and all Company property, including documents, records, devices, and materials in any form, and shall not retain copies.

7. Term of Confidentiality Obligations

The obligations under this Agreement begin on the Effective Date and continue during the Employee's employment and after termination of employment for so long as the information remains confidential and not publicly available.

8. No Employment Guarantee

Nothing in this Agreement creates a guarantee of continued employment, alters the at-will nature of employment where applicable, or limits the Company's right to terminate the employment relationship in accordance with applicable policies or law.

9. Remedies

The Employee acknowledges that unauthorized use or disclosure of Confidential Information may cause serious harm to the Company. The Company may seek appropriate legal or equitable remedies for breach of this Agreement, in addition to any other rights available under applicable law.

10. Governing Law

This Agreement is governed by and construed in accordance with the laws of _____, without regard to conflict of law principles.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding confidentiality and supersedes all prior or contemporaneous agreements or understandings on this subject, whether written or oral.

12. Amendment

This Agreement may be amended only by a written document signed by both the Company and the Employee.

13. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

14. Acknowledgment

The Employee acknowledges that they have read and understood this Agreement, had the opportunity to ask questions, and voluntarily agree to be bound by its terms.

Company

Employee

Name

Name

Date

Date

Signature

Signature



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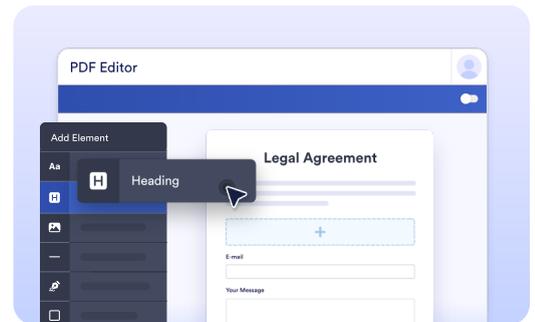
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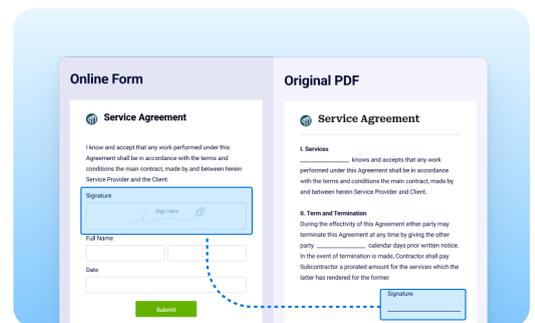
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