

NON-DISCLOSURE AGREEMENT FOR EMPLOYEES

Company Name:

Employee Name:

1. Purpose

The purpose of this Non-Disclosure Agreement (the "Agreement") is to protect the confidential and proprietary information of the Company disclosed to the Employee in connection with their employment relationship.

2. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes any data or information, oral or written, disclosed to the Employee by the Company that is not generally known to the public, including but not limited to business plans, customer lists, financial information, trade secrets, and any other proprietary information.

3. Obligations of Employee

The Employee agrees to maintain all Confidential Information in strict confidence, to use such information solely for the benefit of the Company, and to not disclose Confidential Information to any third party without the prior written consent of the Company.

4. Exclusions from Confidential Information

Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement by the Employee; (b) is rightfully received from a third party without restriction; (c) is independently developed by the Employee without use of or reference to the Company's Confidential Information; or (d) is required to be disclosed by law or court order, provided the Employee gives prompt notice to the Company.

5. Return of Materials

Upon termination of employment or at any time upon the Company's request, the Employee shall promptly return all documents and other materials containing Confidential Information, including all copies thereof.

6. Term

This Agreement shall commence on the date of Employee's signature and shall continue in effect indefinitely with respect to Confidential Information that qualifies as a trade secret under applicable law, and for a period of five (5) years with respect to all other Confidential Information.

7. Remedies

The Employee acknowledges that any breach of this Agreement may cause irreparable harm to the Company for which monetary damages may be inadequate, and agrees that the Company shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

8. No License

Nothing in this Agreement grants the Employee any rights in or to the Confidential Information except as expressly set forth herein.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. The parties agree to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, or understandings of any kind. Any amendment must be in writing and signed by both parties.

11. Severability

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

12. No Waiver

No failure or delay by either party in exercising any right shall operate as a waiver of that right.

13. Employee Acknowledgment

The Employee acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms.

COMPANY REPRESENTATIVE

EMPLOYEE

Signature: _____

Signature: _____

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