

Employer-Employee Non-Disclosure Agreement Template

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of [Effective Date], by and between [Name of Employer], with a principal place of business at [Employer's Address], and [Name of Employee], with a principal place of residence at [Employee's Address]. Collectively referred to as the "Parties."

1. CONFIDENTIAL INFORMATION

For the purposes of this Agreement, "Confidential Information" shall include any and all non-public information, data, trade secrets, proprietary information, business plans, financial information, customer lists, marketing strategies, and any other information disclosed by the Employer to the Employee during the term of employment.

2. OBLIGATIONS OF CONFIDENTIALITY

The Employee agrees to maintain the confidentiality of all Confidential Information received during the term of employment and shall not disclose, publish, or use such Confidential Information for any purpose other than the performance of duties for the Employer without the express written consent of the Employer.

3. SCOPE

The obligations of confidentiality apply to all Confidential Information disclosed to the Employee during the term of employment, regardless of the form or medium in which it is disclosed. This includes, but is not limited to, information shared in written, oral, electronic, or any other form.

4. DURATION OF OBLIGATIONS

The Employee's obligation to maintain the confidentiality of Confidential Information shall continue both during and after the term of employment with the Employer for a period of [insert duration] years.

5. RETURN OF INFORMATION

Upon the termination of employment or upon the Employer's request, the Employee agrees to promptly return or, at the Employer's option, destroy all copies of Confidential Information in the Employee's possession or control.

6. NON-COMPETITION AND NON-SOLICITATION

During the term of employment and for a period of [insert duration] years after the termination of employment, the Employee agrees not to engage in any employment, business, or activity that

is in direct competition with the Employer or solicit the Employer's clients, customers, or employees for any competing business.

7. EXCEPTIONS

The obligations of confidentiality shall not apply to information that is publicly available or becomes publicly available through no fault of the Employee, or that the Employee can demonstrate was in their possession prior to disclosure by the Employer.

8. REMEDIES

Breach of this Agreement may result in irreparable harm to the Employer. In the event of a breach or threatened breach, the Employer shall be entitled to seek injunctive relief, specific performance, and any other remedies available at law or in equity.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the [State/Country] without regard to its conflicts of laws principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Employer-Employee Non-Disclosure Agreement as of the Effective Date.

Employer:

[Name of Employer]

[Signature]

[Date]

Employee:

[Name of Employee]

[Signature]

[Date]