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Employee Non-Disclosure Agreement (NDA)

This Employee Non-Disclosure Agreement ("Agreement") is made and entered into by and between [Company Name], a company organized and existing under the laws of the State of [State], with its principal place of business at [Company Address] (referred to as the "Company"), and [Employee's Name], an individual residing at [Employee Address] (referred to as the "Employee"), collectively referred to as the "Parties," effective as of [Effective Date].

1. **Definitions:**
a. "Confidential Information" refers to any non-public, proprietary, or confidential information, whether written, oral, or in any other form, that is disclosed or made available to the Employee by the Company, including but not limited to:
	* Trade secrets
	* Business plans and strategies
	* Financial information and projections
	* Customer and supplier lists
	* Product specifications and designs
	* Marketing and sales information
	* Software and technology
	* Research and development projects
	* Employee and personnel data
	* Any other information that is designated as confidential or would reasonably be considered confidential under the circumstances.
	b. "Company Materials" refer to any documents, records, data, files, samples, prototypes, equipment, or other tangible items provided to the Employee by the Company or created by the Employee in the course of their employment with the Company.
2. **Confidentiality Obligations:**
a. The Employee acknowledges and agrees that the Confidential Information is the valuable and proprietary asset of the Company. The Employee shall hold all Confidential Information in strict confidence and shall not disclose, use, or exploit any Confidential Information except as necessary to perform their duties and responsibilities for the Company.
b. The Employee shall take all reasonable measures to maintain the confidentiality of the Confidential Information, including but not limited to:
	* Limiting access to the Confidential Information to those employees or agents who need to know it for legitimate business purposes.
	* Using reasonable security measures to protect the Confidential Information from unauthorized access, use, or disclosure.
	c. The Employee shall promptly notify the Company of any unauthorized disclosure, loss, or theft of the Confidential Information and shall cooperate fully with the Company in remedying such unauthorized disclosure, loss, or theft.
3. **Use Restrictions:**
a. The Employee shall use the Confidential Information solely for the purpose of performing their duties and responsibilities for the Company. The Employee shall not use the Confidential Information for their own personal gain or for the benefit of any other person or entity.
b. The Employee shall not reproduce, modify, distribute, publish, transmit, or otherwise exploit the Confidential Information without the prior written consent of the Company.
c. The Employee shall not reverse engineer, decompile, or disassemble any software or technology disclosed as part of the Confidential Information.
4. **Exceptions to Confidentiality:**
The obligations of confidentiality set forth in this Agreement shall not apply to any portion of the Confidential Information that:
a. Is or becomes publicly available through no fault of the Employee.
b. Was lawfully known to the Employee prior to its disclosure by the Company.
c. Is disclosed to the Employee by a third party without any obligation of confidentiality.
d. Is independently developed by the Employee without reference to or use of the Confidential Information.
e. Is required to be disclosed by law, regulation, or court order, provided that the Employee gives prompt written notice to the Company to enable the Company to seek a protective order or other appropriate remedy.
5. **Ownership and Return of Company Materials:**
a. The Employee acknowledges and agrees that all Company Materials, including any. copies or derivatives thereof, shall remain the sole property of the Company. The Employee shall not remove any Company Materials from the Company's premises without proper authorization.
b. Upon the termination of the Employee's employment or at the Company's request, the Employee shall promptly return to the Company all Company Materials, including any copies or derivatives thereof, and shall not retain any Confidential Information or copies thereof in any form.
6. **Non-Competition and Non-Solicitation:**
a. During the term of employment and for a period of [Specify duration] following the termination of employment, the Employee shall not directly or indirectly engage in any business activity that competes with the Company's business activities within [Specify geographic area].
b. The Employee shall not, without the prior written consent of the Company, directly or indirectly solicit or hire any employees, contractors, or consultants of the Company during the term of employment and for a period of [Specify duration] following the termination of employment.
7. **Intellectual Property:**
a. The Employee agrees that all Intellectual Property (as defined below) created, developed, or invented by the Employee, either solely or jointly with others, during the course of their employment with the Company, shall be the sole and exclusive property of the Company. "Intellectual Property" includes, but is not limited to, inventions, patents, copyrights, trademarks, trade secrets, designs, know-how, and any related intellectual property rights.
b. The Employee hereby assigns and transfers to the Company all their rights, title, and interest in and to any Intellectual Property created, developed, or invented by the Employee during the course of their employment with the Company.
8. **Non-Disparagement:**
The Employee agrees not to make any disparaging remarks, comments, or statements, whether written or verbal, about the Company, its employees, products, or services, during and after their employment with the Company.
9. **Remedies:**
a. The Employee acknowledges that a breach of this Agreement may cause irreparable harm to the Company, for which monetary damages would not be an adequate remedy. Therefore, in addition to any other remedies available at law or equity, the Company shall be entitled to seek injunctive relief to enforce the provisions of this Agreement.
b. The prevailing party in any action or proceeding arising out of or relating to this Agreement shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding.
10. **Governing Law and Jurisdiction:**
This Agreement shall be governed by and construed in accordance with the laws of the State of [Specify governing state], without regard to its conflict of laws principles. Any legal action or proceeding arising out of or in connection with this Agreement shall be brought exclusively in the state or federal courts located in [Specify jurisdiction], and the Parties submit to the personal jurisdiction of such courts.
11. **Severability:**
If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
12. **Entire Agreement:**
This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, understandings, or agreements, whether written or oral.

IN WITNESS WHEREOF, the Parties have executed this Employee Non-Disclosure Agreement as of the Effective Date first above written.

**Company:**
[Company Name]
[Company Representative's Name]
[Title]
[Company Address]
[Date]

**Employee:**
[Employee's Name]
[Employee's Signature]
[Date]
[Employee Address]