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Employee Non-Disclosure Agreement (NDA)

This Employee Non-Disclosure Agreement ("Agreement") is entered into between [Company Name], with its principal place of business at [Company Address] (referred to as the "Company"), and [Employee's Name], residing at [Employee Address] (referred to as the "Employee"), collectively referred to as the "Parties," effective as of [Effective Date].

1. **Confidential Information:**
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.
2. **Obligations of the Employee:**
a. The Employee agrees to maintain the confidentiality of the Confidential Information and to use it solely for the purpose of performing their duties and responsibilities for the Company.
b. The Employee shall not disclose, publish, distribute, reproduce, or transmit the Confidential Information to any third party, except as expressly permitted by the Company or as required by applicable law.
c. The Employee shall take reasonable measures to protect the Confidential Information from unauthorized access, use, or disclosure, using at least the same degree of care that the Employee uses to protect their own confidential information of a similar nature.
d. 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. **Exclusions:**
The obligations 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.
4. **Return of Confidential Information:**
Upon the termination of the Employee's employment or at the Company's request, the Employee shall promptly return to the Company, or at the Company's option, destroy or delete, all Confidential Information and any copies, reproductions, or summaries thereof, in whatever form or medium, whether physical or electronic.
5. **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.
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.
6. **Intellectual Property:**
The Employee acknowledges and agrees that all Intellectual Property (as defined below) created, discovered, developed, or invented by the Employee, either solely or jointly with others, during the Employee's employment with the Company, and which relate to the business or operations of 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.
7. **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 to enforce this Agreement shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding.
8. **Governing Law and Jurisdiction:**
This Agreement shall be governed by and construed in accordance with the laws 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.
9. **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.
10. **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]