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Employee Non-Disclosure Agreement (NDA)

This Employee Non-Disclosure Agreement ("Agreement") is entered into between [Company Name] (referred to as the "Company") and [Employee's Name] (referred to as the "Employee") as of the effective date of employment (referred to as the "Effective Date").

**1. Definition of Confidential Information:**

a. "Confidential Information" refers to any non-public information, knowledge, or data that is disclosed or made available to the Employee by the Company, including but not limited to trade secrets, customer information, business plans, financial data, marketing strategies, proprietary software, and any other information that is not generally known to the public.

b. The Employee acknowledges that the Confidential Information is valuable, proprietary, and confidential to the Company and agrees to maintain its confidentiality both during and after their employment.

**2. Non-Disclosure Obligations:**

a. The Employee agrees to treat all Confidential Information as strictly confidential and to use it solely for the purpose of performing their duties for the Company.

b. The Employee shall not disclose, distribute, publish, share, or transfer any Confidential Information to any third party without the prior written consent of the Company, except as required by law. c. The Employee shall take all reasonable measures to protect the Confidential Information from unauthorized access, use, or disclosure, using the same degree of care that the Employee uses to protect their own confidential information.

**3. Return of Confidential Information:**

Upon termination of employment or at the Company's request, the Employee shall promptly return to the Company all materials, documents, records, electronic files, and any other tangible or intangible items containing or relating to the Confidential Information, and shall not retain any copies or duplicates thereof.

**4. Non-Competition and Non-Solicitation:**

During the term of employment and for a period of [Specify duration] following the termination of employment, the Employee agrees not to engage in any activities that directly or indirectly compete with the Company's business or that may be detrimental to the Company's interests. Additionally, the Employee shall not directly or indirectly solicit, recruit, or hire any employees or contractors of the Company without the prior written consent of the Company.

**5. Remedies:**

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

**6. 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 disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in [Specify jurisdiction].

By signing below, the Employee acknowledges that they have read, understood, and agreed to be bound by the terms and conditions of this Employee Non-Disclosure Agreement.

**Employee:**

[Employee's Full Name]

[Employee's Signature]

[Date]

**Company:**

[Company Name]

[Company Representative's Name]

[Company Representative's Title] [Date]