

EMPLOYEE NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement"), dated as of _____, by and between _____ (the "Employer") located at _____, _____, _____ and _____ (the "Employee") residing at _____, _____, _____.

1. Confidential Information Defined. The term "Confidential Information" refers to any information of any kind, nature, or description, which is proprietary to Employer and not generally known other than by Employer. If such Confidential Information were to be divulged, disclosed, or otherwise communicated to third parties, it is likely that Employer would be adversely impacted. Confidential Information includes, but is not limited to, trade secrets, financial information, technical information, knowledge of internal operations, business strategies, details of intellectual properties, sales leads, mailing lists, existing customer contracts, customer specific information, employee lists, procedure manuals, or other data of any kind or nature or description that would be deemed confidential material important enough to warrant protection. Confidential Information shall not be construed to mean any information that (i) is or becomes available to the public through no action of Employee, (ii) is disclosed to a party by a third party that possesses the legal right to do so, (iii) is developed independently by Employee without the use of Confidential Information (iv) is disclosed pursuant to subpoena, order of a court of competent jurisdiction, or other legally required disclosure, (v) is disclosed to a government agency pursuant to a good faith belief and for the sole purpose of investigating legality, or (vi) is disclosed to Employee by Employer accompanied with Employer's written approval to disclose.
2. Purpose of Disclosure. During the Confidential Information may be disclosed to the Employee in order to allow the Employee to fulfill their obligations and duties under their Employment Agreement made effective on _____.
3. Nondisclosure Obligations of Employee. Employee specifically covenants and agrees that it shall not, in any fashion form or manner, either directly or indirectly, divulge, disclose or communicate to any person or entity that is not employed or affiliated with Employer, in any manner whatsoever, any of the Employer's Confidential Information, or any information of any kind, nature, or description concerning any matters affecting or relating to the Employer's Confidential Information, without the prior written consent of the Employer.
4. Non-Circumvention Obligation. The Employee hereby agrees and warrants to the Employer that the Employee shall not, directly or indirectly, interfere with, circumvent or attempt to circumvent, avoid, by-pass, or obviate each other's interest or relationship between the Parties with other interested or third parties to change, increase, or avoid, directly or indirectly, payment of established or to be established fees, commissions, participation, or continuance of a pre-established relationship or interfere in an uncontracted relationship with a third party in connection with an ongoing or future transaction or project. Employee agrees and covenants not to solicit business, enter into any transactions, or engage in negotiations, either directly or indirectly, with any third party related to Employer, introduced to Employee by Employer during the term of this Agreement.
5. Additional Obligations. In addition, the Employee agrees to undertake the following additional obligations:
 - a. Unless express written permission from the Employer is first obtained, Employee shall not, during the of this Agreement, use or disclose, for the benefit of themselves or others, any Confidential Information of the Employer.
 - b. Employee shall retain the Employer's Confidential Information in strict confidence and shall not use the same except as otherwise provided for in this Agreement.
 - c. Upon the termination of the of this Agreement, the Employee shall return to Employer all documents, property, and other manifestations of Confidential Information received by the Employee.
 - d. Employee shall not retain copies or notes of any documents, property, or other manifestations of Confidential Information after returning the documents, property, or other manifestations to the Employer.
6. Term & Termination. The obligations of this Agreement shall last for the duration of the employment relationship between Employer and Employee
7. Limitation of Rights. Nothing contained in this Agreement shall be construed as granting or conferring to either party any rights whatsoever, express or implied, by license or otherwise, in the other party's assets or the other party's Confidential Information, except for the use of the other party's Confidential Information as expressly provided herein. This Agreement is not intended and it shall not be construed to create or convey any right in or upon any person or entity not a party to this Agreement.
8. Injunctive Relief. If it appears that Employee has disclosed or has threatened to disclose Confidential Information in violation of this Agreement, Employer will be entitled to full injunctive relief. Employer is further entitled to pursue other remedies for a breach.
9. Governing Law and Forum Selection. This Agreement shall be governed by, and construed in accordance with the laws of the State of _____ without regard to principles of conflicts of law. Should any lawsuits be filed concerning any and all facts arising out of this Agreement, any lawsuits or claims must be decided in a court in the State of _____.
10. Severability. If a court of competent jurisdiction holds any provision of this Agreement invalid, such provision shall be deemed modified to eliminate the invalid element, and, as so modified, such provision shall be deemed a part of this Agreement. If it is not possible to modify any such provision to eliminate the invalid element, such provision shall be deemed eliminated from this Agreement. The invalidity of any provision of this Agreement shall not affect the force and effect of the remaining provisions.
11. Successors and Assigns. This Agreement shall be binding upon Employer and Employee's personal representatives and successors in interest, and shall insure to the benefit of the Employer, its successors and assigns.
12. Waiver. The failure to exercise a right granted by this Agreement shall not be construed as a waiver of subsequent rights.
13. Headings. Headings contained in this Agreement are inserted for reference and in no way define, limit, extend or describe the

scope of this Agreement or the intent of any provision to this Agreement.

14. Authority to Execute. Employer hereto warrants and represents that this Agreement be binding upon it once executed, and that the individual executing this Agreement is duly authorized or has been empowered to do so in accordance with applicable law.
15. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and contains all of the agreements between said parties and supersedes any and all other agreements, whether written or oral, with respect to the subject matter hereof. There is no statement, promise, agreement or obligation in existence which may conflict with the terms of this Agreement or may modify, enlarge, or invalidate this Agreement or any provision hereof.
16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Employer and Employee have caused this Agreement to be executed as of the date first above written

EMPLOYER:

EMPLOYEE:

By: _____
Name: _____
Title: _____ for _____

By: _____
Name: _____

Employee Non-Disclosure Agreement

Instruction Sheet

Also known as:

Employee Confidentiality Agreement

What is it?

An employee non-disclosure agreement is a legally enforceable contract that prevents employees from divulging the confidential information of its employer to unaffiliated people and entities. The confidential information it protects includes, but is not limited to, trade secrets, financial information, customer information, details of intellectual properties, and procedure manuals.

Why would I use it?

Typically, the non-disclosure agreement will be entered into in connection with the beginning of an employee's tenure at a company. However, it can also be used for existing employees who have previously not been privy to confidential information of the company. Even if you trust the employee, the non-disclosure agreement will serve as an added measure of security to prevent the unauthorized disclosure of confidential information by your employees or, at the very least, give your company recourse in case an employee does make an unauthorized disclosure.

What do I do with the NDA?*

1) Review

- Review the non-disclosure agreement and make sure all of the information contained within is correct.

2) Execute

- Both the employer and the employee should sign the non-disclosure agreement.

3) Post-Execution

- The employer should keep the original copy in the employee's personnel folder. The employee should also receive a copy of the agreement.

*360LegalForms is an online legal form generator designed to aid you in the creation of your documents. Because the law varies over time and between different geographic locations, the information provided by 360LegalForms is designed to be broad and generally applicable; the information provided in this document should not be construed as legal advice. Furthermore, this information is not guaranteed to be accurate, complete, or up to date. Your use of 360LegalForms does not create any attorney-client relationship between you and 360LegalForms, its employees, independent contractors, or representatives. When in doubt about what to do with a form generated by 360LegalForms, how to properly file a document with your state, or any other question that requires the provision of legal advice, consult a legal professional that is licensed to practice in the applicable jurisdiction. You assume all risk for any reliance upon the information provided by 360LegalForms.