

# Non-Disclosure Agreement

**This Non-Disclosure Agreement (the "Agreement") is entered into as of [Date] by and between:**

**Employer:** [Company Name], located at [Company Address]

**Employee:** [Employee Name], residing at [Employee Address]

## 1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" includes all information, whether oral or written, that is disclosed by the Employer to the Employee and is designated as confidential, or that is reasonably understood to be confidential given the nature of the information and the circumstances of disclosure.

## 2. Obligations of the Employee

The Employee agrees:

- To keep all Confidential Information in strict confidence and not disclose it to any third parties.
- To use the Confidential Information solely for the purpose of performing duties as an employee of the Employer.
- To take all reasonable measures to protect the confidentiality of the Confidential Information.

## 3. Exclusions from Confidential Information

Confidential Information does not include information that:

- Is or becomes publicly known through no breach of this Agreement by the Employee.
- Is received from a third party without breach of any obligation of confidentiality.
- Is independently developed by the Employee without use of or reference to the Employer's Confidential Information.

## 4. Term

The obligations of the Employee under this Agreement will continue for a period of [Number of years] after termination of employment with the Employer.

## 5. Governing Law

This Agreement shall be governed by the laws of [State/Country].

## **IN WITNESS WHEREOF**

The parties hereto have executed this Non-Disclosure Agreement as of the date first above written.

**Employer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_