

EMPLOYEE NON-DISCLOSURE AGREEMENT

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

[COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [COMPANY ADDRESS] (the "**Company**"); and

[EMPLOYEE NAME], an individual residing at [EMPLOYEE ADDRESS] (the "**Employee**").

The Company and the Employee are each a "**Party**" and together the "**Parties**."

Recitals. In the course of employment, the Employee will receive and create confidential and proprietary information belonging to the Company and, in some cases, to its customers and partners. The Company is willing to provide access to that information in reliance on the Employee's agreement to protect it. In consideration of the Employee's employment or continued employment and the compensation and access provided, the Parties agree as follows.

1. Definition of Confidential Information

1.1 Confidential Information. "**Confidential Information**" means non-public information that the Employee accesses, receives, or creates in connection with employment, in any form, including business plans, financial and pricing data, customer and supplier lists and data, product and technical information, source code, designs, processes, methods, know-how, marketing strategies, personnel information, and information the Company is obligated to keep confidential for a third party.

1.2 Marking not required. Information is Confidential Information whether or not it is marked "confidential," if a reasonable person would understand it to be confidential given its nature and the circumstances.

1.3 Exclusions. Confidential Information does not include information that: (a) is or becomes public through no fault of the Employee; (b) was lawfully known to the Employee without restriction before disclosure by the Company; (c) is lawfully obtained from a third party without restriction; or (d) is independently developed by the Employee without use of or reference to Confidential Information.

2. Obligations of the Employee

2.1 Nondisclosure. The Employee will hold Confidential Information in confidence and will not disclose it to any person outside the Company, or to any person inside the Company who does not have a legitimate need to know it for Company purposes.

2.2 Use limitation. The Employee will use Confidential Information only to perform the Employee's duties for the Company and for no other purpose, including no personal benefit and no benefit to any third party.

2.3 Safeguards. The Employee will protect Confidential Information using at least reasonable care and will follow the Company's security policies and instructions for handling, storing, and transmitting such information.

2.4 **No copying.** The Employee will not copy, reproduce, or remove Confidential Information from the Company's premises or systems except as required to perform their duties and as permitted by Company policy.

3. Ownership and Return of Materials

3.1 **Company ownership.** All Confidential Information and all materials, documents, devices, and records containing it are and remain the sole property of the Company (or its applicable third party).

3.2 **Return on request or separation.** On the Company's request or on the end of employment for any reason, the Employee will promptly return or, at the Company's direction, destroy all materials containing Confidential Information, including copies, and will not retain any such materials.

3.3 **Certification.** On request, the Employee will certify in writing that they have complied with Section 3.2.

3.4 **Personal devices and accounts.** If the Employee stored Confidential Information on a personal device or account, the Employee will permanently delete it and, on request, certify deletion.

4. Intellectual Property and Work Product

4.1 **Work product.** To the maximum extent permitted by law, all inventions, works, and other work product the Employee creates within the scope of employment or using Company resources or Confidential Information ("**Work Product**") belong to the Company.

4.2 **Assignment.** The Employee assigns to the Company all right, title, and interest in the Work Product and will, at the Company's expense, sign documents and take reasonable steps to perfect and record the Company's ownership.

4.3 **Statutory carve-out.** This Section does not apply to any invention that qualifies for protection from assignment under applicable state law (for example, inventions developed entirely on the Employee's own time without Company resources and unrelated to the Company's business), to the extent that law applies.

4.4 **Moral rights.** To the extent permitted by law, the Employee waives any moral rights in the Work Product in favor of the Company.

5. Third-Party and Prior Obligations

5.1 **Third-party information.** The Employee will treat confidential information of the Company's customers, suppliers, and partners with the same protections as Confidential Information and only as authorized.

5.2 **No misuse of others' information.** The Employee will not bring to the Company, or use in their work, any confidential information or trade secrets belonging to a former employer or other third party without authorization.

5.3 **Prior agreements.** The Employee represents that they are not bound by any agreement that would conflict with this Agreement or prevent them from performing their duties.

6. Permitted Disclosures and Protected Rights

6.1 **Required by law.** The Employee may disclose Confidential Information to the extent required by law or valid legal process, provided that, where legally permitted, the Employee gives the Company prompt written notice and reasonable cooperation so the Company may seek protective treatment.

6.2 **Protected activity.** Nothing in this Agreement limits the Employee's right to report possible violations of law to a government agency, to participate in an agency proceeding, or to engage in other legally protected activity, and the Employee is not required to notify the Company before doing so.

6.3 Trade secret immunity notice. The Employee is hereby notified that, under applicable federal trade-secret law, an individual may not be held criminally or civilly liable for disclosing a trade secret that is made in confidence to a government official or attorney solely for the purpose of reporting or investigating a suspected violation of law, or in a sealed court filing.

6.4 Wages and conditions. Nothing in this Agreement restricts the Employee from discussing wages, hours, or other terms and conditions of employment where that activity is protected by law.

7. Remedies and Term

7.1 Irreparable harm. The Employee acknowledges that a breach of this Agreement may cause the Company harm that money damages alone cannot adequately remedy, and that the Company may seek injunctive relief in addition to any other remedy, without waiving any right to damages.

7.2 Survival. The Employee's obligations under this Agreement continue during employment and after it ends, for as long as the information remains confidential or, for trade secrets, for as long as the information qualifies as a trade secret under applicable law.

7.3 No employment guarantee. This Agreement does not create a contract of employment for any specific term and does not alter the at-will nature of employment where applicable.

8. General Provisions

8.1 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

8.2 Assignment. The Company may assign this Agreement to a successor in connection with a merger, acquisition, or sale of substantially all assets. The Employee may not assign this Agreement.

8.3 Entire agreement; amendment. This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions on confidentiality. It may be amended only by a writing signed by both Parties.

8.4 Severability and waiver. If any provision is unenforceable, it will be modified to the minimum extent necessary to be enforceable, or severed, and the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.5 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COMPANY	EMPLOYEE
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: N/A

Date: _____

Date: _____

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