



[Signer.Company]
[Signer.StreetAddress]
[Signer.City], [Signer.State][Signer.PostalCode]
[Signer.Country]

Employee Non-Disclosure Agreement Agreement

This Non-Disclosure Agreement Agreement ("Agreement") is made and entered into, by and between, **[Signer.Company]**, a [Signer.Country] Company ("Company") with its office at [Signer.StreetAddress], [Signer.City], [Signer.State][Signer.PostalCode], [Signer.Country], and **[Employee.FirstName]** **[Employee.LastName]**, [Employee.StreetAddress], [Employee.City], [Employee.State] [Employee.PostalCode], [Employee.Country] an individual ("Employee"), with reference to the following facts:

A. The Employee is being employed by the Company per terms of an **Employment Agreement** dated [date.employment.agreement]. Such employment exposes the Employee to "Confidential Information" (as defined in Section 1.4 below), which must be carefully protected to be successful for the Company. Each employee of the Company has been required to treat such information as confidential and proprietary since the Company has employed them.

B. The Company and the Employee believe that it is appropriate for them to memorialize their understanding and agreement regarding the extent of the Employee's confidentiality and intellectual property obligations to the Company.

THEREFORE, THE COMPANY AND THE EMPLOYEE AGREE AS FOLLOWS:

1. **The Employee's Confidentiality Obligations:** As a result of the Employee's employment with the Company, the Employee acknowledges that they have access to confidential and proprietary information, which they must carefully protect. Further, the Employee occupies a position of trust and confidence concerning the Company's affairs and business. Accordingly, the Employee agrees to take the following steps to preserve the secrecy of the Confidential Information: -

2. **No Disclosure or Use:** During the course of and after the termination of the Employee's employment with the Company, the Employee will not use, disclose, or otherwise permit any person or entity access to any of the Company's Confidential Information, other than as required in the performance of the Employee's duties with the Company.
3. **Return All Materials:** Upon termination of the Employee's employment with the Company for any reason whatsoever, the Employee will deliver all tangible materials embodying any of the Company's Confidential Information. Further, the Employee will not retain any copies of any of the above materials.
4. **Duty to Inform Subsequent Employer:** The Employee agrees that for a period of twelve (12) months following their termination of employment with the Company, the Company shall have the right to inform any subsequent employer that the Employee was a party to this Agreement and to provide a copy of this Agreement to the Employee's subsequent employer.
5. **Confidential Information:** For this Agreement, "Confidential Information" shall mean any information relating to the Company's business that provides it with a competitive advantage if kept secret. Confidential Information includes, but is not limited to, the following: -
 1. The identities, usages, or requirements of past, present, and prospective clients or customers of the Company, whose identities, usages, or requirements appeared at any time on any list or other document or data compilation maintained by the Company, and to which the Employee had access during the course of their employment;
 2. Any information relating in any way to the creation or development of the Company's programming or services, including, but not limited to, any treatments, working papers, plans, and survey or test market results;
 3. Any information relating to the way the Company conducts its business, including, but not limited to, internal business procedures, business plans, licensing strategies and techniques, technical and engineering information, ideas for new services, marketing strategies and information, financial data, designs as well as sales and pricing strategies; or
 4. The identities of persons, partnerships, corporations, associations, or other entities who have traded or dealt with the Company or data of such dealings.
6. **Disclosure:** The Employee will disclose to the Company all copyrights, works of authorship, programming ideas, inventions, patents, and trade secrets created or developed by the Employee, whether alone or with others, in their employment.
7. **Assistance:** The Employee will provide to the Company all assistance reasonably requested by the Company to preserve the Company's interests in the copyright, work of authorship, programming idea, invention, patent, or trade secret (e.g., executing

documents, testifying, etc.). Such assistance shall include cooperation with the Company or its nominees in obtaining copyrights or patents in all countries throughout the world. Company shall provide such assistance at the Company's expense but without any additional compensation to the Employee.

8. **Moral Rights:** The Employee hereby agrees to and does hereby waives all moral rights to all proprietary work developed or produced in the course of their employment with the Company, including without limitation all rights of identification of authorship and all rights of approval, restriction, or limitation on the use or subsequent modifications.
9. **Customer and Vendor Confidentiality:** The Employee recognizes that it is essential to the Company's success that all customer and vendor information be deemed to be confidential and be properly treated as a confidential trade secret. Therefore, the Employee agrees not to use or disclose any such customer or vendor information except as may be necessary for the normal conduct of the Company's business for the specific customer or vendor. After the end of their employment with the Company, they will return all such materials to the Company.
10. **Conflicting Obligations and Rights:** The Employee agrees to inform the Company in writing of any apparent conflict between the Employee's work for the Company and (a) any obligations the Employee may have to preserve the confidentiality of another's proprietary information or materials, or (b) any rights the Employee claims to any copyrights, works of authorship, programming ideas, patents, trade secrets, or other ideas, inventions, concepts, or other proprietary information or materials, before performing that work. Otherwise, the Company may conclude that no such conflict exists, and the Employee agrees thereafter to make no such claim against the Company. The Company shall receive such disclosures in confidence.
11. **Injunctive Relief and Indemnification:** The Employee understands and agrees that monetary damages will not be sufficient to avoid or compensate for the unauthorized use or disclosure of any of the Company's Confidential Information. Accordingly, the Employee understands and agrees that in the event of any breach or threatened breach of this Agreement, the Company, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. The Employee hereby agrees to indemnify and hold harmless the Company from any damage, loss, cost, or liability (including legal and expert witnesses' fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by the Employee of the Confidential Information.
12. **Right to Terminate:** Nothing contained in this Agreement shall restrict the right of the Company to terminate the employment of the Employee at any time, with or without cause.

13. **Remedies:** No remedy conferred on the Company by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of one or more remedies by the Company shall not constitute a waiver of the right to pursue other available remedies.
14. **Waivers and Amendments:** This Agreement may be amended, modified, superseded, or canceled, and the terms and conditions hereof may be waived only by a written instrument signed by the parties hereto or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right hereunder, nor any single or partial exercise of any rights hereunder, preclude any other or further exercise thereof or the exercise of any other right hereunder.
15. **Notices:** All notices or other communications that shall or may be given according to this Agreement shall be in writing, shall be sent by certified or registered mail with postage prepaid, return receipt requested, courier, or by hand delivery. Such communications shall be deemed given and received upon dispatch, or upon delivery, if sent by courier or hand-delivered; or within five (5) days of mailing, if sent by certified or registered mail, and shall be addressed to the parties at the addresses indicated below or such other address as may be notified in writing by either party to the other from time to time: -
- The Company
 - Attention: [Signer.Company], c/o People Operations
 - Address: [Signer.StreetAddress], [Signer.City], [Signer.State]
[Signer.PostalCode], [Signer.Country]
 - The Employee
 - Attention: [Employee.FirstName][Employee.LastName]
 - Address: [Employee.StreetAddress], [Employee.City], [Employee.State]
[Employee.PostalCode], [Employee.Country]
16. **Assignment and Delegation:** The Company's rights under this Agreement may be assigned, and its duties may be delegated. The Employee's duties under this Agreement are personal and may neither be delegated nor assigned.
17. **Independent Review and Advice:** Each party hereto warrants and represents that it has carefully read this Agreement, that it executes this Agreement with full knowledge of the contents of this Agreement, the legal consequences thereof, and all rights which each may have to one another, that it has had the opportunity to receive independent legal advice to the matters outlined in this Agreement and to the rights and asserted rights arising out of such matters, and that it is entering into this Agreement of its own free will.
18. **Captions and Paragraph Headings:** Captions and paragraph headings used herein are for

convenience only and are not a part of this Agreement, and shall not be used in construing it.

19. **Continuing Obligation:** The Employee's obligations under this Agreement shall be continuing until the Confidential Information disclosed to the Employee is no longer considered confidential by the Company.
20. **Entire and Sole Agreement:** This Agreement constitutes the entire understanding and agreement between the parties to the Confidential Information, intellectual property, and related subject matter and supersedes all prior or contemporaneous oral or written communications with respect thereto all of which are merged herein.
21. **Governing Law and Validity:** The parties agree that the laws of [Signer.Country] shall govern the interpretation and enforcement of this Agreement, and we shall conduct any litigation of disputes under this Agreement in courts located in the state of [Signer.State] of [Signer.Country]. If any provision of this Agreement is held to be void, invalid, or inoperative, such event shall not affect any other provisions herein, which shall continue and remain in full force and effect as though such void, invalid, or inoperative provision had not been a part hereof.

Executed to acknowledge that the parties have reviewed carefully what has been expressed in this document, which they understand is a legally binding document, and that the understandings and agreements expressed in this document are binding upon them.

[Employee.FirstName][Employee.LastName]
[Employee.Title]

[Signer.FirstName][Signer.LastName]
[Signer.Title]
[Signer.Company]