|  |  |
| --- | --- |
| **Prepared for:**

|  |
| --- |
| **Created by:**[Employer. FirstName][Employer. Last Name][Employer. Company] |

 [Employee. FirstName] [Employee. Last Name]  |

This Non-Disclosure and Confidentiality Agreement ("Agreement") is entered into by and between [Employer. FirstName] [Employer. Last Name] ("Employer" or the "Company") and [Employee. FirstName] [Employee. Last Name] ("Employee") as of (Effective Date) (the "Effective Date"). Employer and Employee may be referred to individually as a "Party" or collectively as the "Parties."

## Recitals

A. Employer is in the business of (enter business activities) (hereto referred to as the "Business"). Employer has developed or acquired certain know-how, ideas, techniques, programs, and other information as it relates to the Business that are proprietary and valuable to Employer.

## B. Employees of Employer will be exposed to and have access to certain proprietary and confidential information in connection with their employment. To induce the Employer to continue or begin employment of the Employee, the Employee has agreed to the following terms listed in this Agreement. Agreement

NOW, THEREFORE, in consideration of the Employee's employment by Employer, the Parties hereby acknowledge and agree to the following:

### 1. All Parties agree the recitals listed in this Agreement are true and correct

### 2. Confidential Information

"Confidential Information" means any and all information, know-how, programs, data, technical or non-technical, tangible or intangible, methods, plans, research, systems, pricing analyses, training, goals, targets, marketing proposals, customer lists, vendor information, financial information, reports, security procedures, inventions, or description concerning any matters relating to the Business, Employee's services for the company, and/or the plans, proposals, processes, data, drawings, products or other information of the Business disclosed by the Employer to the Employee.

Confidential information covers all information provided in oral, written, graphic, electronic, or any other format. Confidential Information does not include information that (I) is or becomes known to the general public through no act or omission by Employee; (ii) was or is rightfully learned by the Employee from a source other than the Employer before the employment relationship between the Parties began; or (iii) becomes independently available to Employee through a third party.

Employee understands and agrees that the above list is no exhaustive and that Confidential Information includes items marked as such or would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used during the employment period.

### 3. Employee acknowledges and agrees to the following provisions

**A.** Employer will disclose certain Confidential Information to Employee. Such Confidential Information is valuable and constitutes a unique asset of the Employer, of which the Employer is the exclusive owner.

**B.** Employer has and will continue to invest resources including but not limited to time and money to obtain, develop, and preserve the confidential, competitive nature of the Confidential Information.

**C.** Employee will keep Confidential Information in the strictest confidence, and share it only with persons or entities for the benefit of the Employer, only as authorized by the Employer during and after the period of employment.

**D.** Employee will exercise a reasonable degree of care to prevent intentional or unintentional disclosure of Confidential Information to unauthorized entities.

**E.** Upon the termination of the employment period between the Parties, Employee agrees to not disclose any Confidential Information, in whole or in part, in any manner either directly or indirectly, to any person or entity other than the Employer.

**F.** In the event the working relationship between the Parties is terminated, Employee will voluntarily return all collaterals and information gained through activities conducted for the Employer, including but not limited to drawings, spreadsheets, equipment, forecasts, analyses, data, programs, equipment, research, presentations, calculations, or any other document, within a 14-day period.

Employee may not, under any circumstances, retain any copies of Confidential Information in print, electronic, or any other form.

### 4. Violations

Any violation of this Agreement will result in Employee being subject to disciplinary action as identified by the Employer, which may include termination or legal action.

### 5. At-will

Nothing in the Agreement, in whole or in part, shall be used to alter the at-will nature of Employee's employment or guarantee Employee's employment for a certain period of time.

### 6. Non-use

During the course of Employee's employment with Employee and after separation from Employer, Employee will not use the Confidential Information for the personal benefit of the Employee or any other person other than Employer, in whole or in part, in any manner either directly or indirectly.

### 7. Immunity

Employee shall not be held criminally or civilly liable under any federal or state law for disclosing Confidential Information as part of a state or federal criminal or civil investigation.

Any and all disclosures that occur as part of a state or federal investigation shall be solely for the purpose of reporting a suspected violation of law or answering federal or state agents' questions regarding the investigation.

Employee must request that any documents or Confidential Information turned over to state or federal authorities be sealed or otherwise unavailable for public inspection.

### 8. Severability

If any provision of the Agreement is found to be unenforceable in any way, due to a judicial proceeding or otherwise, the unenforceable provisions shall be severed. The remainder of the Agreement shall remain intact and binding on all Parties.

The Employee has read and understands all provisions of the Agreement. All Parties acknowledge and agree to each provision of the Agreement and is accepted by the Parties, with their signatures provided below. The Parties have executed and entered this Agreement as of the Effective Date listed above.

|  |  |
| --- | --- |
| [Employer. Company]  | [Employee. Company]  |
| [Employer. FirstName] [Employer. Last Name] | [Employee. FirstName] [Employee. Last Name]  |