

# EMPLOYEE

This Employee Non-Disclosure and Confidentiality Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between **[FIRST PARTY NAME]**, a Corporation organized under the laws of the State of [STATE], with an address of [FIRST PARTY ADDRESS] (the "Employer"), and **[SECOND PARTY NAME]**, an individual residing in the State of [STATE] at [SECOND PARTY ADDRESS] (the "Employee").

## Recitals

WHEREAS, Employer has employed or is employing Employee, and in the course of such employment Employee will have access to Employer's trade secrets and other confidential and proprietary information;

WHEREAS, Employer has invested substantial time, resources, and money in developing such information, which provides Employer a competitive advantage; and

WHEREAS, as a material condition of Employee's employment and the compensation received therefor, Employee agrees to protect such information on the terms set forth herein;

NOW, THEREFORE, in consideration of Employee's employment or continued employment, compensation and benefits paid by Employer, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

## 1. Scope of Employment Relationship

This Agreement applies to Employee's employment with Employer for the following purpose: **[BUSINESS PURPOSE]** (the "Purpose"), and to all Confidential Information that Employee receives, develops, or accesses before, during, or after employment, regardless of form.

## 2. Definition of Confidential Information

"Confidential Information" means any and all non-public information of Employer or its affiliates, customers, or third parties to whom Employer owes confidentiality obligations, disclosed to or accessed by Employee in any form.

Without limitation, Confidential Information includes:

- Business plans, strategies, roadmaps, and operational information;
- Financial information, projections, budgets, and pricing;
- Trade secrets, proprietary processes, know-how, and methodologies;
- Customer and prospect lists, contact information, and usage data;

- Any other information a reasonable person would understand to be confidential.

### **3. Exclusions**

Confidential Information does not include information that Employee can show by written records was (1) public at disclosure or became public through no fault of Employee; (2) rightfully known without confidentiality obligation before disclosure; (3) lawfully received from a third party without confidentiality obligation; (4) independently developed without reference to Confidential Information; or (5) required to be disclosed by legal order, subject to prompt notice to Employer.

### **4. Employee's Obligations**

Employee shall: (a) hold Confidential Information in strict confidence; (b) use it solely for the benefit of Employer in performing duties; (c) not disclose it to any third party without Employer's prior written consent; (d) not use it for personal benefit or the benefit of any third party; (e) promptly notify Employer of any unauthorized use or disclosure; (f) return or destroy all Confidential Information upon termination of employment or Employer's request; and (g) comply with Employer's security policies. These obligations continue after termination of employment.

### **5. Ownership of Work Product**

All inventions, discoveries, improvements, works of authorship, designs, and other work product conceived, created, or reduced to practice by Employee, alone or with others, during employment and relating to Employer's business or using Employer's resources or Confidential Information (collectively, "Work Product") are the sole property of Employer. Employee hereby assigns to Employer all right, title, and interest in such Work Product, including all intellectual property rights, and shall execute all documents reasonably necessary to perfect such rights. Employee waives any moral rights in Work Product to the extent permitted by law.

*State-law carve-out for prior inventions.* To the extent required by applicable state invention-assignment statutes (e.g., Cal. Lab. Code §2870; Del. Code tit. 19 §805; Ill. 765 ILCS 1060; Kan. Stat. §44-130; Minn. Stat. §181.78; N.C. Gen. Stat. §66-57.1; Utah Code §34-39-3; Wash. Rev. Code §49.44.140), this assignment does not apply to an invention Employee developed entirely on Employee's own time without using Employer's equipment, supplies, facilities, or trade-secret information, except for inventions that (i) relate to Employer's business or actual or demonstrably anticipated research or development, or (ii) result from work performed by Employee for Employer.

### **6. Return of Property**

Upon termination of employment for any reason, or earlier upon request, Employee shall immediately return to Employer all property of Employer, including documents, devices, keys, credentials, and all

copies of Confidential Information in any form, and shall delete all Confidential Information from personal devices and cloud accounts, certifying compliance in writing.

## 7. Term and Survival

Employee's confidentiality obligations continue during employment and for 3rd (3) years after termination, provided that for trade secrets, obligations continue for as long as the information remains a trade secret under applicable law, which may be indefinitely.

## 8. Remedies

**Injunctive relief.** Employee acknowledges breach would cause irreparable harm; Employer may seek immediate injunctive relief without bond or proof of actual damages.

**Attorney's fees.** The prevailing Party recovers reasonable attorney's fees and costs to the extent permitted by law.

**Cumulative remedies.** All remedies are cumulative.

## 10. Required Disclosures and Protected Activity

**General whistleblower protection.** Nothing in this Agreement prohibits Employee from filing a charge with, or participating in any investigation or proceeding conducted by, the EEOC, NLRB, SEC, OSHA, or any other government agency; reporting suspected violations of law; or exercising any right that cannot be waived by private agreement. Employee is not required to notify or obtain permission from Employer before doing so.

## 11. At-Will Employment

Nothing in this Agreement alters the at-will nature of Employee's employment (where applicable), and nothing herein constitutes a contract of employment for a specified term.

## 12. General Provisions

**Governing Law.** This Agreement is governed by the laws of the State of [STATE].

**Venue.** Exclusive venue in the state or federal courts in [VENUE CITY FOR COURT OR ARBITRATION], [STATE].

**Assignment.** Employer may assign this Agreement to any successor. Employee may not assign.

**Severability; Waiver; Entire Agreement; Counterparts.** Invalid provisions are reformed to minimum extent; no waiver except in signed writing; this is the entire agreement on its subject matter (except it

supplements, and does not replace, any separate offer letter or employment agreement unless expressly stated); counterparts and electronic signatures permitted under ESIGN and applicable law.

**Notices.** Delivered to addresses in preamble by hand, courier, certified mail, or email with acknowledgment.

**Signatures**

**Employer**

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ DATE

**Employee**

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ DATE