

EMPLOYEE NON-DISCLOSURE AGREEMENT

1. 1. Parties and Relationship to Employment

This Employee Non-Disclosure Agreement (the "Agreement") is entered into as of [EFFECTIVE DATE] between [COMPANY NAME], a [ENTITY TYPE] located at [COMPANY ADDRESS] (the "Company"), and [EMPLOYEE NAME], residing at [EMPLOYEE ADDRESS] (the "Employee"). The Employee is employed or is being offered employment in the position of [JOB TITLE] reporting to [MANAGER OR DEPARTMENT]. This Agreement is a condition of employment and of continued access to the confidential information and systems of the Company, and the offer of employment or continued employment, together with the compensation and access provided, constitutes the consideration for the obligations in this Agreement. This Agreement supplements and does not replace any offer letter, employment agreement, handbook policy, or code of conduct, and in the event of a conflict regarding confidentiality, the more protective provision controls.

2. 2. Definition of Confidential Information

"Confidential Information" means non-public information of the Company, its affiliates, its clients, and its business partners that the Employee learns, accesses, receives, or creates in the course of employment, in any form. Confidential Information includes without limitation: customer and prospect lists and contact details; pricing, margins, discounts, and contract terms; financial results, budgets, and forecasts; business, marketing, and product strategy and roadmaps; source code, algorithms, system architecture, credentials, and technical documentation; research, designs, formulas, processes, and know-how; supplier and vendor terms; personnel records, compensation data, and hiring plans; and any information the Company receives from a third party under an obligation of confidentiality. Confidential Information does not have to be marked to be protected. The Employee acknowledges that some Confidential Information may qualify as a trade secret under applicable state and federal law.

3. 3. Exclusions and Protected Activity

This Agreement does not apply to information that is or becomes publicly available other than through an act or omission of the Employee, was lawfully known to the Employee before employment without a duty of confidence, or is lawfully received from a third party with no obligation of confidentiality. Nothing in this Agreement limits the right of the Employee to discuss wages, hours, or other terms and conditions of employment with coworkers or a labor organization, or to engage in other activity protected by applicable labor and employment law. Nothing in this Agreement prevents the Employee from reporting a possible violation of law to a governmental agency or regulator, from participating in an agency investigation or proceeding, or from responding truthfully to a lawful subpoena or court order, and the Employee is not required to notify the Company in advance of doing so. The Employee may also disclose information as required for the purposes described in Section 12.

4. 4. Obligations of the Employee

During employment and after it ends, the Employee will hold all Confidential Information in strict confidence, will use it only to perform duties for the Company, and will not disclose it to any person outside the Company without authorization. Within the Company, the Employee will share Confidential Information only with colleagues who need it for their work. The Employee will not use Confidential Information for personal benefit, for the benefit of a future employer, or for any purpose unrelated to the business of the Company. The Employee will follow all Company security policies, will not disable or circumvent security controls, and will not remove Confidential Information from Company premises or systems except as required for authorized work. The Employee will report any actual or suspected loss, unauthorized access, or improper disclosure of Confidential Information to

[SECURITY CONTACT] as soon as the Employee becomes aware of it.

5. 5. Company Property, Devices, and Systems

All equipment, devices, accounts, files, and materials provided or funded by the Company remain the property of the Company, including [COMPANY PROPERTY LIST, e.g., laptops, phones, access cards, tokens, email and messaging accounts, cloud storage, and code repositories]. The Employee will use Company systems in accordance with Company policy and understands that, to the extent permitted by applicable law, the Company may monitor, access, and audit its systems and any Company data stored on them. The Employee will not store Confidential Information on personal devices, personal email accounts, or personal cloud storage except where expressly permitted by the policy of the Company at [PERSONAL DEVICE POLICY REFERENCE], and where permitted will apply the required security controls. The Employee will not install unauthorized software, forward Company documents to personal accounts, or use unapproved third-party services to process Confidential Information.

6. 6. Inventions and Work Product

All work product, inventions, discoveries, designs, software, documentation, and other materials that the Employee conceives or creates, alone or with others, within the scope of employment or using Company time, resources, facilities, or Confidential Information (the "Work Product") belong exclusively to the Company. The Employee assigns to the Company all right, title, and interest in the Work Product, including all copyrights, patent rights, and other intellectual property rights, and waives any moral rights to the extent permitted by law. The Employee will promptly disclose Work Product to the Company and will sign any documents reasonably needed to record or perfect Company ownership, including patent applications and assignments, during and after employment. This section does not apply to any invention that the Employee develops entirely on personal time without using Company equipment, supplies, facilities, or Confidential Information, and that does not relate to the business or anticipated research and development of the Company, to the extent that state law provides such an exception. Prior inventions the Employee wishes to exclude are listed in Exhibit A.

7. 7. Third-Party and Client Information

The Employee will treat information belonging to clients, customers, vendors, and business partners of the Company with the same care as Confidential Information of the Company, and will comply with any additional restrictions the Company has agreed to with those parties. Where the Employee handles regulated data, including [REGULATED DATA CATEGORIES, e.g., personal information, health information, payment card data, or student records], the Employee will follow the applicable policies, training requirements, and legal restrictions that govern it. The Employee will not access client or customer data except as required to perform assigned duties. The Employee will not use any information obtained through the Company to trade in the securities of any company, and will comply with the insider trading policy of the Company where one applies.

8. 8. No Conflicting Obligations and No Use of Former Employer Information

The Employee represents that entering into this Agreement and performing the duties of the position does not and will not breach any agreement with a former employer or any other party, including any confidentiality, non-solicitation, or non-competition obligation, and the Employee has disclosed any such agreement to the Company. The Employee will not bring to the Company, use in the course of employment, or disclose to anyone at the Company any confidential information or trade secret belonging to a former employer or other third party. If the Employee believes an assignment would require use of such information, the Employee will notify [MANAGER OR HR CONTACT] before proceeding. The Employee will not remove or retain documents, files, or data from a former employer and will not store them on Company systems.

9. 9. Non-Solicitation

During employment and for [NON-SOLICIT PERIOD, e.g., 12 months] after employment ends, the Employee will not, directly or through another person, solicit or encourage any employee or contractor of the Company with whom the Employee worked or about whom the Employee obtained Confidential Information to leave the Company. During the same period, the Employee will not use Confidential Information to solicit or divert the business of any customer, client, or prospect of the Company that the Employee served or learned about during the [LOOKBACK PERIOD, e.g., final 12 months] of employment. This section does not prevent general advertising or job postings that are not targeted at Company personnel, and does not prevent the Employee from responding to an unsolicited approach from a former colleague. The Parties intend this section to be limited to what is reasonably necessary to protect the legitimate interests of the Company, and it will be enforced only to the extent permitted by the law of the applicable jurisdiction.

10. 10. Term and Duration of Obligations

This Agreement takes effect on the Effective Date and continues throughout employment and afterward as provided in this section. The obligations of confidentiality and non-use apply to Confidential Information for [CONFIDENTIALITY PERIOD, e.g., three years] after the employment of the Employee ends. Information that qualifies as a trade secret under applicable law remains protected for as long as it continues to qualify as a trade secret. The obligations regarding Company property, Work Product ownership, and third-party information survive without time limit. Termination of employment for any reason, whether voluntary or involuntary, does not release the Employee from the obligations in this Agreement. This Agreement does not alter the at-will nature of the employment relationship, and neither Party is obligated to continue the employment relationship for any period.

11. 11. Return of Materials on Separation

On or before the last day of employment, or earlier on request by the Company, the Employee will return all Company property and all materials containing Confidential Information, including devices, access cards, keys, documents, notebooks, drawings, storage media, and any copies or extracts in any form. The Employee will permanently delete Confidential Information from any personal device, personal account, or personal cloud storage where it was permitted to reside, and will provide reasonable cooperation to confirm the deletion in accordance with Company procedures. The Employee will disclose all credentials, accounts, domains, and repositories controlled by the Employee on behalf of the Company and will transfer control of them. The Employee will sign a separation certification confirming compliance with this section and with the continuing obligations of this Agreement. The Employee will not retain any Confidential Information for personal reference, portfolio, or any other purpose.

12. 12. Defend Trade Secrets Act Immunity Notice

Under the federal Defend Trade Secrets Act of 2016, an individual will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret that is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law, or (b) in a complaint or other document filed in a lawsuit or other proceeding, if that filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of that individual and use the trade secret information in the court proceeding, provided the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order. Nothing in this Agreement is intended to conflict with or limit these protections.

13. Remedies and Injunctive Relief

The Employee acknowledges that the Confidential Information of the Company has value and that unauthorized use or disclosure could cause harm that may not be fully remedied by money damages. In addition to any other remedy available at law or in equity, the Company may seek injunctive or other equitable relief to prevent or stop an actual or threatened breach of this Agreement, subject to any bond required by the court. The Company may also recover damages caused by a breach and, where a court so orders, its reasonable attorney fees and costs. Nothing in this section limits the rights or remedies of the Company under applicable trade secret, computer fraud, or unfair competition law. The Company will not seek relief under this section for activity protected under Section 3 or Section 12.

14. Governing Law and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws rules, and any action will be brought in the state or federal courts located in [VENUE COUNTY AND STATE]. This Agreement is the entire agreement between the Parties regarding confidentiality and ownership of work product, and it supersedes any prior understanding on those subjects; it may be amended only in a writing signed by both Parties. The Company may assign this Agreement to a successor to its business or assets; the Employee may not assign it. If any provision is held overbroad or unenforceable, a court is authorized to modify it to the minimum extent necessary to make it enforceable, and the remaining provisions will stay in effect. This Agreement binds the heirs and legal representatives of the Employee and may be executed in counterparts, including by electronic signature.

15. Signatures

The Employee acknowledges having read this Agreement, having had the opportunity to ask questions and to seek independent legal advice, and agreeing to be bound by its terms. COMPANY: [COMPANY NAME]. Signature: _____ . Printed Name: [COMPANY SIGNER NAME]. Title: [TITLE]. Date: [DATE].

EMPLOYEE: Signature: _____ . Printed Name: [EMPLOYEE NAME]. Date: [DATE].

Exhibit A, Prior Inventions: [LIST ANY PRIOR INVENTIONS EXCLUDED FROM SECTION 6, OR WRITE "NONE"].

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Employment confidentiality, invention assignment, and non-solicitation rules vary significantly by state, and several states restrict or prohibit certain restrictive covenants, limit invention assignment clauses, or require specific notice language and consideration. Review and adapt this document for the state where the employee works, and consult a licensed employment attorney before using it. Use of this template does not create an attorney-client relationship with ScanContract.