**Confidentiality / Non-Disclosure Agreement (NDA)**

**This Agreement** is made on **[Date]**, by and between:

|  |  |
| --- | --- |
| **Company Name:** |  |
| **Address:** |  |

**(Hereinafter referred to as the “Company”)**

And

|  |  |
| --- | --- |
| **Employee/Recipient Name:** |  |
| **Position/Department:** |  |

**(Hereinafter referred to as the “Employee”)**

**1. Purpose**

The Company may disclose certain confidential and proprietary information to the Employee for the purpose of performing job duties and ensuring proper business operations.

**2. Definition of Confidential Information**

“Confidential Information” includes, but is not limited to:

* Business strategies, plans, and financial data
* Client or supplier information
* Technical data, designs, or inventions
* Personnel information
* Internal policies, passwords, or access credentials

Confidential Information may be disclosed in written, electronic, or verbal form.

**3. Obligations of the Employee**

The Employee agrees to:

1. Maintain all Confidential Information in strict confidence.
2. Not disclose, copy, reproduce, or distribute any Confidential Information without written authorization from the Company.
3. Use Confidential Information solely for the purpose of performing assigned duties.
4. Return or destroy all materials containing Confidential Information upon termination of employment or upon Company request.

**4. Exclusions**

This Agreement does not apply to information that:

* Was publicly known at the time of disclosure.
* Becomes publicly available through no fault of the Employee.
* Is lawfully obtained by the Employee from a third party without restriction.
* Is required to be disclosed by law or court order (with prompt notice to the Company).

**5. Duration**

The Employee’s confidentiality obligations shall remain in effect during employment and continue for **two (2) years** after the termination of employment, unless otherwise specified in writing.

**6. Remedies**

Any unauthorized disclosure or misuse of Confidential Information may result in disciplinary action, termination of employment, and/or legal action to recover damages.

**7. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of **[Country/State]**.

**8. Acknowledgment and Signature**

By signing below, the Employee acknowledges that they have read, understood, and agree to the terms of this Confidentiality / Non-Disclosure Agreement.

| **Employee Name** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| --- | --- |
| **Signature** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Date** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Company Representative Name** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Designation** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Signature** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Date** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |