**Template 1: Employee Non-Disclosure Agreement**

This Employee Non-Disclosure Agreement (“Agreement”) is entered into between [Company Name] (“Company”) and [Employee Name] (“Employee”) effective as of [Effective Date].

1. Purpose: The purpose of this Agreement is to protect the confidential and proprietary information of the Company and its affiliates.
2. Definition of Confidential Information: Confidential Information includes, but is not limited to, trade secrets, business plans, financial information, customer lists, technical data, marketing strategies, software codes, and any other information that is not publicly available.
3. Obligations of the Employee: The Employee agrees to keep all Confidential Information strictly confidential and to take all necessary measures to prevent its unauthorized use, disclosure, or dissemination. The Employee shall only use the Confidential Information for legitimate business purposes within the scope of their employment.
4. Permitted Disclosures: The Employee may disclose Confidential Information only to individuals within the Company who have a legitimate need to know and have signed a similar non-disclosure agreement. Disclosure may also be permitted when required by law, court order, or governmental regulations, provided that the Employee gives the Company prompt notice to allow the Company to seek a protective order.
5. Return of Company Property: Upon termination of employment, the Employee shall promptly return all Company property, including documents, files, data, equipment, and any other materials containing or relating to Confidential Information.
6. Non-Competition and Non-Solicitation: The Employee agrees that during the term of employment and for a specified period after termination, they will not engage in any business or activity that directly competes with the Company or solicit Company employees or clients without prior written consent.
7. Remedies: The Employee acknowledges that a breach of this Agreement may cause irreparable harm to the Company. In the event of a breach, the Company may seek injunctive relief, damages, or any other appropriate legal remedies.
8. Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction]. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in [Jurisdiction].
9. Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, discussions, or representations, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Employee Non-Disclosure Agreement as of the Effective Date.

[Company Name] Authorized Signatory

[Employee Name] Employee

Please note that this template is provided for informational purposes only and should be reviewed and customized by a qualified legal professional to ensure compliance with applicable laws and regulations specific to your jurisdiction and business needs.