This Non-Disclosure Agreement (Agreement), is made by and between ABC Company (Company) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Employee), collectively termed the “Parties”. The Parties agree as follows:

1. Employee will perform services for ABC Company which may require ABC Company to disclose Sensitive Information to Employee. Sensitive Information is information that is privileged or proprietary information which, if compromised through unauthorized disclosure, alteration, corruption, loss, or misuse could cause serious harm to ABC Company. With respect to Sensitive Information, the Employee agrees to:
   1. Hold Sensitive Information in strict confidence and shall exercise a reasonable degree of care to prevent unauthorized disclosure, alteration, corruption, loss, or misuse;
   2. Not reproduce or replicate Sensitive Information nor use Sensitive Information commercially or for any purpose other than the performance of Employee’s duties for ABC Company.
   3. Restrict disclosure of Sensitive Information solely to those individuals having a need to know, and not disclose Sensitive Information to any other party;
   4. Advise associates (e.g. ABC Company staff, service providers, suppliers) of their obligations with respect to the Sensitive Information;
   5. Promptly disclose to ABC Company of any requirement or request by any third person that Sensitive Information be disclosed pursuant to legislation, legal directive, public regulation, court decision or the like or in connection with the pursuit or defense of a claim in order to afford ABC Company an opportunity to limit or restrict such disclosure or to obtain appropriate protective/secrecy orders with respect thereto and to obtain its agreement prior to further action.
2. Ownership. The Sensitive Information shall be deemed the property of ABC Company and, upon request, Employee shall return all Sensitive Information to ABC Company.
3. Rights. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Information disclosed by either party or in any intellectual property rights related thereto.
4. Disciplinary Action. ABC Company reserves the right to take disciplinary action, up to and including termination, for violations of this Agreement.
5. Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of California.
6. Severability. Every provision of this Agreement is intended to be severable. In the event any term, provision, covenant, or condition of this Agreement is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, that illegality or invalidity shall not affect the other terms and provisions of this Agreement, which shall remain binding and enforceable.
7. Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties, or undertakings by either party one to the other, either oral or written, of any character or nature, except as otherwise set forth in this Agreement.
8. Attorneys’ Fees. In the event of a dispute regarding any provision of this Agreement, the prevailing party shall be entitled to collect reasonable attorneys’ fees from the non-prevailing party.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement to be effective as of the date written below.

**Employee:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ABC Company**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTICE:

This sample agreement includes provisions to help organizations ensure protection and confidentiality of Sensitive Information. The wording should be changed as needed to more accurately reflect the business arrangement and desired objectives. This document addresses concepts and may not be sufficient to result in a binding contract under state or federal laws. This document does not replace consultation with an attorney.