**NON-DISCLOSURE AGREEMENT (EMPLOYEE)**

This EMPLOYEE NON-DISCLOSURE AGREEMENT, hereinafter known as the “Agreement”, is entered into between **[Employee Name]** (“Employee”) and **[Company Name]** (“Company”), collectively known as the “Parties” on **[Effective Day]** (the “Effective Date”). collectively referred to as "Parties".

**Terms and Conditions**

**1. Scope of Agreement**

This Agreement acknowledges that certain confidential information, trade secrets, and proprietary data (hereinafter defined and referred to as “Confidential Information”) of or regarding the Company may be discussed between the Parties. The provisions set forth in this Agreement define the circumstances in which the Employee can and cannot disclose Confidential Information, and include the remedies, penalties and lawful action the Company may take should such information be used or disclosed by Employee. Both Parties agree that it is in their best interests to protect the Company’s Confidential Information and that the terms of this Agreement create a bond of trust and confidentiality between them.

In consideration of Employee’s commencement of employment, or continued employment with the Company, the Parties agree as follows.

**2. Confidential Information**

Confidential Information is any material, knowledge, information, and data (verbal, electronic, written or any other form) concerning the Company or its businesses not generally known to the public consisting of, but not limited to, inventions, discoveries, plans, concepts, designs, blueprints, drawings, models, devices, equipment, apparatus, products, prototypes, formulae, algorithms, techniques, research projects, computer programs, software, firmware, hardware, business, development and marketing plans, merchandising systems, financial and pricing data, information concerning investors, customers, suppliers, consultants and employees, and any other concepts, ideas or information involving or related to the business which, if misused or disclosed, could adversely affect the Company’s business.

**3. Exclusions**

Confidential Information shall not include any information which was publicly known and made generally available in the public domain prior to the time of disclosure by the Company;

* becomes publicly known and made generally available after disclosure by the Company to the Employee through no action or inaction of the Employee;
* is already in the possession of the Employee at the time of disclosure by the Company as shown by the Employee’s files and records prior to the time of disclosure;
* is obtained by the Employee from a third party without a breach of such third party’s obligations of confidentiality;
* is independently developed by the Employee without the use of or reference to the Company’s Confidential Information, or
* is required by law to be disclosed by the Employee, provided that the Employee shall give the Company written notice of such requirement prior to disclosing so that the Company may seek a protective order or other appropriate relief.

**4. Term**

The obligations of the Employee hereunder shall survive until such time as all Confidential Information of the Company disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Employee.

**5. Breach of Agreement**

**Remedies:** Employee understands that the use or disclosure of any Confidential Information may be cause for an action at law in an appropriate court in India. The Employer shall be entitled to an injunction prohibiting the use or disclosure of the Confidential Information.

**Indemnification:** Employee understands and agrees that if the use or disclosure of Confidential Information by them or any affiliate, employee, or representative of the Employee causes damage, loss, or cost to the Company, the Employee shall be held responsible and shall indemnify the Company.

**Notice of Unauthorized Use or Disclosure:** Employee is bound by this Agreement to notify the Company in the event of a breach of the agreement involving the dissemination of Confidential Information, either by the Employee or a third party and will do everything possible to help the Company regain possession of the Confidential Information.

**6. Miscellaneous**

**Governing Law:**

This agreement hereto shall be governed and interpreted following the laws of **[State].**

**Amendments:** No amendment, change, or modification of any of the terms, provisions, or conditions of this agreement shall be effective unless made in writing and signed on behalf of the parties hereto by their duly authorized representatives.

**Entirety:** This agreement represents the entire understanding of the parties superseding all prior agreements, understandings, and discussions whether conveyed orally or in writing, and there are no other warranties, commitments, understandings, or representations with respect to this agreement.

**Acceptance and Signature**

In witness whereof, the undersigned parties have duly executed the terms as proposed herein the Agreement as of the aforementioned date.

**Assign signer: 1**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Signature** |  | **Name** |  | **Date** |

**Assign signer 2**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Signature** |  | **Name** |  | **Date** |