

 nexcorealliance.com  +91 897 632 2917 | 720 806 2689  CIN NO - ACK-7603

 director@nexcorealliance.com | hr@nexcorealliance.com

Outward No.:-

Date:

NON-DISCLOSURE AGREEMENT (NDA)

This **Non-Disclosure Agreement** is made and entered into on this _____, by and between:

Code4Bharat, a brand of **Nexcore Alliance LLP**, a company incorporated under the **Limited Liability Partnership Act, 2008**, having its registered office at **Office No 2, White House Bldg No.3, Kurla West Basement, SG Barve Marg, Mumbai, Maharashtra, India 400070**, hereinafter referred to as the "Company";
AND

WHEREAS,

The Recipient, during his tenure, had access to **confidential and sensitive HR-related** information of the Company, including but not limited to employee data, internal documents, recruitment records, payroll-related details, and company operational processes; and WHEREAS, the Company seeks to protect its confidential information from unauthorized disclosure, usage, or exploitation post-employment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Definition of Confidential Information

For the purpose of this Agreement, "Confidential Information" means all information, in any form, disclosed to or acquired by the Recipient during his tenure at the Company, including but not limited to:

- (a) **Employee records**, personal information, resumes, salaries, attendance reports, and internal HR documents.
- (b) **Recruitment strategies**, interview processes, selection criteria, and onboarding materials.
- (c) **Company policies**, training modules, operational procedures, internal reports, and communication records.
- (d) **Payroll data**, employee performance reports, disciplinary records, and internal grievance documents.
- (e) Any other non-public information that provides a competitive or operational advantage to the Company.

Signature (Receiving Party): _____

HEAD OFFICE - OFF BKC, MUMBAI, MAHARASHTRA 400070

BRANCH OFFICE - MAHARASHTRA | KARNATAKA | ASSAM | RAJASTHAN | UTTAR PRADESH

INTERNATIONAL OFFICE - SOUTH AFRICA | OMAN | DUBAI | SHARJAH



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2. Obligations of the Recipient

(a) Return of Company Assets: The Recipient agrees that: Upon termination of employment, the Recipient shall return all Company assets, including but not limited to: HR documents, Access credentials, Company IDs, Data files, Internal reports, Any digital/physical materials belonging to the Company

(b) Non-Disclosure & Non-Use: The Recipient shall not, directly or indirectly, disclose, share, use, or reproduce any Confidential Information for personal use or for the benefit of any third party, now or in the future.

(c) Non-Compete & Non-Solicitation: For a period of **one (1) year** from the date of this Agreement, the Recipient shall not:

Engage with any competitor to share HR processes or internal information

Solicit Company employees, interns, or clients

Influence employees to resign or join other organizations

(d) Legal Compliance: Any violation of this Agreement will subject the Recipient to strict legal action under applicable Indian laws, including but not limited to:

• **Indian Penal Code (IPC), 1860** – Section 405 (Criminal Breach of Trust), Section 408 (Criminal Breach by Clerk or Servant).

• **Information Technology Act, 2000** – Section 72 (Penalty for Breach of Confidentiality & Privacy).

• **Copyright Act, 1957** – Unauthorized use of proprietary materials.

• **Indian Contract Act, 1872** – Breach of contract obligations.

3. Duration & Enforcement

This Agreement shall remain in effect **indefinitely**, covering both **pre-existing and post-employment obligations**. In case of a breach, the Company reserves the right to:

• **Pursue civil or criminal legal action.**

• **Seek monetary damages or injunctive relief.**

• **Blacklist the Recipient from IT industry opportunities via legal channels.**

Signature (Receiving Party): _____

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4. Jurisdiction & Governing Law

This Agreement shall be governed by and construed in accordance with the **laws of India**. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the **courts in Mumbai, Maharashtra**.

5. Acknowledgment & Agreement

By signing below, the Recipient acknowledges that he has read, understood, and agreed to abide by the terms of this **Non-Disclosure Agreement (NDA)**.

For Code4Bharat, Nexcore Alliance LLP

Authorized Signature
CREDENTIAL ID:



For the Recipient

Name:

Designation:

Signature: _____ **Date:** _____

To verify the authenticity of this certificate

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