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

          , an individual who has been employed as a   with Code4Bharat for a period of Six (6) months, residing at   , hereinafter referred to as the "Recipient".

WHEREAS,

The Recipient, during his tenure, had access to confidential, proprietary, and sensitive information of the Company, including but not limited to technical data, source code, business strategies, client details, and other proprietary assets; 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) Source code, software architecture, algorithms, databases, and proprietary technology.
(b) Business strategies, project plans, research and development insights.
(c) Customer details, supplier/vendor relationships, pricing, financial models.
(d) Login credentials, passwords, API keys, internal documentation, and communication records.
(e) Any other non-public information that provides a competitive advantage to the Company.

Signature (Receiving Party): _____   **Signature (Director):** _____

2. Obligations of the Recipient

The Recipient agrees that:

(a) Return of Company Assets & Access Credentials: Upon termination of employment, the Recipient shall return **all physical and digital assets** belonging to the Company, including but not limited to: **passwords, access credentials, source codes, hardware, documents, email accounts, and proprietary data.**

(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 in any business, directly or indirectly, that involves products which compete in any manner with those offered, developed, or planned by the Company.

· Solicit any employees, clients, or vendors of the Company.

(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):_____   **Signature (Director):** _____

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