

# **Non-Disclosure Agreement (NDA) Policy**

## **1. Objective & Commitment**

At **Antier Solutions**, we are committed to maintaining the confidentiality and integrity of our intellectual property, trade secrets, client data, and all other proprietary business information. Our **Non-Disclosure Agreement (NDA) Policy** has been established to ensure that **every individual associated with the organization upholds the highest standards of confidentiality and professional responsibility**.

The goal is not just to protect company and client assets but also to foster a culture of trust, compliance, and ethical conduct. Confidentiality is critical to our business success, client trust, and our competitive advantage in the industry.

## **2. Applicability**

This policy is binding and applicable to:

* All full-time, part-time, and probationary employees
* Interns, trainees, and apprentices
* Consultants, advisors, external trainers, and freelancers
* Contractors, vendors, and outsourced professionals
* Any third-party personnel working in collaboration with or on behalf of Antier Solutions

**It remains in effect even after the termination or completion of your engagement** with the company, unless otherwise stated in a legal exemption.

## 

## **3. Definition of Confidential Information**

"**Confidential Information**" includes all data, documents, knowledge, or materials — whether digital, written, verbal, or visual — that are:

* Not publicly available
* Not generally known outside of the company
* Shared with an obligation of secrecy

### **Examples include but are not limited to:**

* Source code, APIs, and proprietary software
* System architecture and infrastructure documentation
* Business plans, investor reports, and financial data
* Client lists, agreements, project files, SOWs, NDAs
* Marketing strategies and campaign details
* Sales plans, pricing models, and negotiation points
* HR data, employee files, and performance reviews
* Login credentials, server details, and backend systems
* Vendor contracts and non-public correspondence

Even a simple email chain, if business-sensitive, is considered confidential under this policy.

## **4. Employee Obligations**

All Antier Solutions employees and associates are required to:

* **Sign an NDA** before or on the first day of employment or engagement.
* Maintain **strict confidentiality** about all company and client information.
* **Do not disclose** any confidential information to any external or unauthorized internal parties.
* **Do not replicate, reuse, or publish** company/client material outside the scope of their role.
* **Avoid uploading confidential data** to personal email, cloud services (Google Drive, Dropbox, etc.), or devices.
* Ensure proper security protocols while working remotely or in client environments.
* **Return or hand over** all sensitive documents, files, and credentials upon exit or project transfer.
* Report any actual or suspected **data breach or disclosure** immediately to HR or IT.

## **5. Duration of Confidentiality**

* The NDA remains **in full effect during employment or engagement** with Antier Solutions.
* The **confidentiality obligation continues post-employment** for **at least 5 years**, or longer if contractually stated.
* Disclosure of confidential information even **after resignation or exit** can result in **legal consequences**.

## **6. Specific Situations to Avoid**

| **Situation** | **Violation Type** |
| --- | --- |
| Sharing code samples from company projects on GitHub or a resume | IP Breach |
| Discussing client project details with friends or previous employers | Client Confidentiality Breach |
| Forwarding documents to a personal email | Data Leak |
| Using internal processes in a freelance or competing job | Misappropriation of Trade Secrets |
| Not deleting or returning code and files after resignation | Breach of Exit Obligations |

**7. NDA Enforcement and Disciplinary Action**

### **Violation of the NDA is a serious offense and can lead to:**

* **Formal warning** (verbal or written)
* **Immediate termination** of employment or contract
* **Withholding of full and final settlement**
* **Civil or criminal legal proceedings** under the Indian Contract Act, IT Act, or any applicable laws
* **Financial penalties or recovery** for damages caused by the breach
* **Reporting to the client or vendor**, affecting professional reputation

## **8. Special Provisions for Clients and Vendors**

If you are handling information provided under a **client-signed NDA** or **third-party agreement**, the confidentiality obligations are **even more critical**. Any violation in such cases:

* Can lead to contract termination or blacklisting of Antier Solutions
* May invite **legal claims against both you and the company**
* Will be considered **gross professional misconduct**

## **9. Exceptions**

Confidentiality obligations **do not apply** to information that:

* Is already in the **public domain** (without breach)
* Is **legally required to be disclosed** by law enforcement, courts, or government authorities (only after notifying Antier)
* Is disclosed under **written authorization** from management or legal counsel

## **10. Support and Clarifications**

You are encouraged to reach out if you are unsure whether something is considered confidential or if you suspect a breach.

📩 **HR Department**: hr@antiersolutions.com  
 📩 **IT Security Queries**: ithelpdesk@antiersolutions.com  
 📩 **Compliance Matters**: legal@antiersolutions.com

## **11. Summary**

At Antier Solutions, we treat data, knowledge, and intellectual property as mission-critical assets. Every employee or associate must protect these assets as part of their core professional duty. This NDA policy is not just a legal document — it is a **foundation of trust** upon which we build lasting relationships with clients, partners, and each other.