

NON-DISCLOSURE AGREEMENT

To,

Saksham Arya

vinodarya344@gmail.com

+91 87388 53746

1. **PURPOSE** The Company and Employee wish to ensure the confidentiality of certain proprietary and confidential information related to the Company's projects, branding, and business operations. Employee acknowledges that they may have access to such information in the course of their employment.

2. **CONFIDENTIAL INFORMATION** For the purpose of this Agreement, "Confidential Information" includes but is not limited to:

- Project details, branding, and designs.
- Client information and strategies.
- Marketing materials, photoshoots, and visual assets.
- Business plans, processes, and operational methods.
- Any other proprietary information related to the Company.

3. **NON-DISCLOSURE AND NON-DISTRIBUTION**

Employee agrees:

- Not to disclose, share, or discuss any Confidential Information with any third party, including but not limited to friends, family, competitors, or clients.
- Not to display, post, or publish any projects, visuals, or work-related materials on social media, personal portfolios, or any other platform without prior written consent from the Company.
- Not to send, transfer, or distribute any Company projects, documents, or media to unauthorised persons, including via email, messaging apps, or cloud storage.

4. **EXCEPTIONS** Confidential Information does not include:

- Information that becomes publicly available through no breach of this Agreement.
- Information lawfully received from a third party without confidentiality obligations.

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5. RETURN OR DESTRUCTION OF MATERIALS Upon termination of employment or upon request by the Company, Employee shall return or destroy all Confidential Information in their possession, including physical and digital copies.

6. DURATION This Agreement shall remain in effect for the duration of the Employee's employment and for a period of 10 years after termination of employment.

7. BREACH AND LEGAL REMEDIES Any breach of this Agreement may result in legal action, including but not limited to injunctive relief, monetary damages, and termination of employment.

8. GOVERNING LAW : This Agreement shall be governed by and construed in accordance with the laws of India, Any disputes arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of the courts located in Chennai, TamilNadu.

9. Return or Destruction of Materials Upon the Disclosing Party's written request or upon termination of discussions related to the Purpose, the Receiving Party shall promptly return or destroy all documents and materials containing Confidential Information (including all copies, summaries, and derivations thereof) and certify in writing that it has complied with this requirement.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions, agreements, and understandings of any kind. No amendment or modification of this Agreement shall be effective unless in writing and signed by both Parties.

11. IN WITNESS WHEREOF

The Parties hereto have executed this Non-Disclosure Agreement as of the Effective Date.

Pragya Muthuraman
Founder
(DISCLOSING PARTY)

Saksham Arya
Frontend Developer
(RECEIVING PARTY)