

Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made as of 10 June 2024 ("Effective Date") by and between:

ABC Company, having its principal place of business at 123 Business Avenue, Mumbai, Maharashtra, 400001, India ("Company"), and
Chris Taylor, residing at 45 Maple Street, Andheri East, Mumbai, Maharashtra, 400069, India ("Employee").

1. Purpose

The Employee is being employed by the Company as a fresher. In connection with this employment, the Employee may have access to certain Confidential Information (as defined below) belonging to the Company.

2. Definition of Confidential Information

"Confidential Information" means all non-public, proprietary, or confidential information disclosed by the Company to the Employee, whether in oral, written, electronic, or other form, including but not limited to business plans, trade secrets, financial data, technical processes, client lists, employee data, marketing materials, projects, inventions, and software.

3. Confidentiality Obligations

The Employee agrees to:

- a) Use the Confidential Information solely for purposes related to the Employee's work for the Company;
- b) Not disclose any Confidential Information to any third party, during or after the term of employment, without prior written consent from the Company;
- c) Take reasonable steps to protect and secure Confidential Information against unauthorized use or disclosure.

4. Exclusions

Confidential Information does not include information that:

- a) Is or becomes public knowledge through no fault of the Employee;
- b) Is lawfully received from a third party without restriction and without breach of any obligation owed to the Company;
- c) Is independently developed by the Employee without reference to the Company's Confidential Information.

5. Return of Property

Upon termination of employment or at the Company's request, the Employee will immediately return to the Company all documents, devices, and other materials in any form containing or derived from Confidential Information, including all copies.

6. Compelled Disclosure

If the Employee is required by law or court order to disclose any Confidential Information, the Employee will promptly notify the Company (where legally permitted) and cooperate with the Company's efforts to seek an appropriate remedy or protective order.

7. Term and Survival

This Agreement is effective from the Effective Date and will remain in effect throughout the Employee's employment with the Company. The Employee's obligations regarding confidentiality will survive for a period of two (2) years after the termination of employment.

8. No License

Nothing in this Agreement grants the Employee any rights in or to the Company's Confidential Information except as necessary for employment duties.

9. Governing Law and Jurisdiction

This Agreement is governed by and construed in accordance with the laws of India. The courts at Mumbai, Maharashtra will have exclusive jurisdiction over all disputes arising out of this Agreement.

10. Entire Agreement

This Agreement sets forth the entire understanding between the parties regarding confidentiality and supersedes all previous agreements, representations, or understandings relating to this subject. Amendments must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ABC Company | Chris Taylor

By: ____ | Signature: ____

Name: Priya Mehta | Name: Chris Taylor

Title: HR Manager | Date: 10 June 2024

Date: 10 June 2024 |