

## XYZ Innovations

Non-Disclosure Agreement ('Agreement') made and entered into on 05/12/2025 by and between XYZ Innovations, a Startup with its principal place of business at Pune, Maharashtra ('Company'), and Aarav Sharma ('Employee'), with an address for return purposes at Mumbai, Maharashtra.

The Company and the Employee ('Parties') agree as follows:

- The Company is a Startup with its principal place of business at Pune, Maharashtra.
- The Employee is an individual with an address for return purposes at Mumbai, Maharashtra.

### Definitions:

'Confidential Information'

means all confidential and proprietary information of the Company, including but not limited to trade secrets, know-how, and other business information.

'Disclosure'

means any act or failure to act that results in the unauthorized use, disclosure, or reproduction of any Confidential Information.

The Company's Confidential Information includes but is not limited to:

**all documents, data, and other materials containing or disclosing Confidential Information.**

### Obligations:

1. The Employee agrees to keep confidential and not disclose any Confidential Information to any third party for a period of 3 years.
2. The Employee agrees to use the Confidential Information only for the purposes of the Employee's work with the Company.

### Exclusions:

- Information that is or becomes generally available to the public through no unauthorized disclosure by the Employee.
- Information that is developed by the Employee independently of any Confidential Information.

This Agreement shall remain in effect for a period of 3 years from the date of its execution.

### Remedies:

- Any unauthorized Disclosure shall be considered a material breach of this Agreement.
- The Company may seek injunctive relief and other remedies for any unauthorized Disclosure.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

For and on behalf of XYZ Innovations,

[Your Signature]

Authorized Representative of XYZ Innovations

Post-Termination:

The Employee shall be bound by the obligations of this Agreement for a period of 2 years after the termination of this Agreement.

Termination:

This Agreement may be terminated by either Party upon 3 years written notice to the other Party.

### **Dispute Resolution:**

In the event of a dispute arising out of or relating to this Agreement, the Parties agree to negotiate in good faith to resolve the dispute.

### **Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of [State/Country].