**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**(PROJECT-BOUND EMPLOYEE NDA)**

This Agreement is made and entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , by and between:

**ION AEROSPACE INDIA** , a company incorporated under the laws of [Jurisdiction], with its principal office located at Number 4 ,DEI, BEL Block , SRM University , Kattankulathur ,(hereinafter referred to as the “Company”),

and the undersigned employee (hereinafter referred to as the “Recipient”).

1. Purpose

The Recipient has been selected or assigned to participate in a highly confidential internal project of the Company. In doing so, the Recipient will have access to confidential, proprietary, technical, business, and strategic information not known to others in the organization or public.

This Agreement sets forth the Recipient’s obligation to maintain the confidentiality of that information at the highest level of discretion, security, and legal compliance.

2. Confidential Information Definition

“Confidential Information” means all project-related data, materials, and communications, regardless of form, including but not limited to:

* Project specifications, goals, methods, research, and results
* Codebases, designs, algorithms, models, documentation
* Technical diagrams, infrastructure maps, deployment schemes
* Financial plans, client details, contracts, or business strategies
* Internal discussions (verbal, written, recorded, or digital)
* Identities of vendors, consultants, or collaborators
* The existence, name, and description of the project itself

This information is considered strictly confidential whether or not it is labelled “confidential.”

3. Limited Access and Authorized Communication

The Recipient agrees that:

* Only officially assigned employees and team leads may access or discuss Confidential Information
* Team leads may share relevant information only with other assigned team leads, and solely for operational purposes
* The Recipient shall not share Confidential Information with:
  + Other company employees not assigned to the project
  + Contractors, interns, or third parties not authorized
  + Friends, family, or the public under any circumstances
* Access, sharing, or discussion of the project must happen only on approved secure platforms and in private settings
* Unauthorized copying, storing, printing, emailing, or recording of Confidential Information is strictly prohibited

4. Duties of the Recipient

The Recipient shall:

* Use Confidential Information solely for the purpose of executing the assigned project tasks
* Not retain or store project information on any personal device, email, cloud service, or non-authorized platform
* Immediately notify the Company of any suspected or known security breach, data leak, or compromise
* Fully cooperate with any audit or investigation related to data security or confidentiality
* Return or delete all materials upon request or at the conclusion of project involvement
* Remain bound by this NDA even after leaving the company or team

5. Duration and Survival

This Agreement:

* Begins on the date signed below
* Remains in effect throughout the Recipient’s involvement with the project
* Continues to apply indefinitely, even after employment, reassignment, resignation, or termination

6. Violations and Penalties

Violation of this Agreement constitutes a serious breach and may result in:

* Immediate termination of employment or reassignment
* Legal action, including claims for damages, injunctive relief, and legal fees
* Criminal complaint if applicable under cybersecurity or trade secret laws
* Permanent blacklisting from any current or future company projects

The Company has the right to monitor compliance through audits, access logs, and reporting mechanisms.

7. No Transfer of Rights

Nothing in this Agreement grants the Recipient any ownership, license, or claim to the Confidential Information. All rights remain the sole property of the Company.

8. Governing Law and Jurisdiction

This Agreement is governed by the laws of INDIA , and any disputes shall be handled in the courts located in Chennai, TAMIL NADU .

9. Entire Agreement

This is the complete agreement between the Company and the Recipient regarding confidentiality for the specified project. It supersedes any prior oral or written agreements related to this matter.

10. Acknowledgment and Execution

By signing below, the Recipient acknowledges:

* Full understanding of the terms of this Agreement
* Agreement to comply fully and without exception
* That breach of this Agreement may result in both disciplinary action and legal liability

IN WITNESS WHEREOF, the Recipient has signed this Agreement as of the date written below:

Recipient (Employee):

Full Name:   
Job Title:   
Department:   
Signature:   
Date:

Company Authorized Signatory:

Name: Shreyas Rao   
Title: Founder & CEO  
Signature:   
Date: