

Riseom Solutions Private Limited

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into on [DATE] ("Effective Date") by and between [COMPANY NAME], a [STATE/COUNTRY] corporation with its principal place of business at [ADDRESS] ("Company"), and [EMPLOYEE NAME] ("Employee"), who is being employed by the Company as [POSITION] ("Position").

RECITALS

WHEREAS, the Company is engaged in the business of [BUSINESS DESCRIPTION] and has developed and owns certain confidential and proprietary information, including but not limited to trade secrets, business methods, and other sensitive information (collectively, "Confidential Information");

WHEREAS, the Employee is being employed by the Company and will have access to the Confidential Information in the course of their employment;

WHEREAS, the Company desires to protect its Confidential Information and to ensure that it is not disclosed to unauthorized parties;

WHEREAS, the Employee is willing to agree to maintain the confidentiality of the Confidential Information and to refrain from disclosing it to unauthorized parties;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1: DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

"Confidential Information" means all information, whether written or oral, that is disclosed by the Company to the Employee, or that the Employee otherwise learns or discovers during the course of their employment, including but not limited to:

Trade secrets, business methods, and other sensitive information;

Customer lists, customer information, and other customer-related data;

Financial information, including but not limited to revenue, expenses, and profitability;

Business plans, strategies, and forecasts;

Technical data, including but not limited to software, hardware, and other technical information;

Marketing and sales information, including but not limited to marketing plans, sales strategies, and customer demographics;

Employee information, including but not limited to personnel files, salary information, and other employee-related data;

Any other information that is marked or designated as confidential, or that a reasonable person would understand to be confidential.

"Disclose" or "Disclosure" means to communicate, convey, or transmit Confidential Information to any person or entity, whether orally, in writing, or by any other means.

"Unauthorized Party" means any person or entity that is not authorized by the Company to receive Confidential Information.

ARTICLE 2: CONFIDENTIALITY OBLIGATIONS

The Employee agrees to:

Maintain the confidentiality of all Confidential Information;

Not disclose any Confidential Information to any Unauthorized Party;

Not use any Confidential Information for any purpose other than the performance of their duties as an employee of the Company;

Protect the Confidential Information from unauthorized access, disclosure, or use;

Immediately notify the Company in writing of any unauthorized disclosure or use of Confidential Information;

Return all Confidential Information to the Company upon request, and to destroy any copies of Confidential Information that are in their possession or control.

ARTICLE 3: EXCEPTIONS TO CONFIDENTIALITY OBLIGATIONS

The Employee's obligations under Article 2 shall not apply to any Confidential Information that:

or becomes generally available to the public through no fault of the Employee;

Is already known to the Employee at the time of disclosure, and is not subject to any other obligation of confidentiality;

Is disclosed to the Employee by a third party who has the right to disclose such information and who does not breach any obligation of confidentiality by making such disclosure;

Is required to be disclosed by law, regulation, or court order, provided that the Employee gives the Company prior notice of such disclosure and cooperates with the Company in seeking a protective order or other remedy.

ARTICLE 4: INTELLECTUAL PROPERTY

The Employee agrees that all intellectual property rights, including but not limited to patents, copyrights, trademarks, and trade secrets, in and to any Confidential Information shall belong exclusively to the Company. The Employee shall not claim any ownership or other rights in and to any Confidential Information.

ARTICLE 5: NON-COMPETITION

The Employee agrees that, during their employment with the Company and for a period of [LENGTH OF TIME] after the termination of their employment, they shall not:

Engage in any business or activity that competes with the business of the Company;

Solicit or attempt to solicit any customer or client of the Company;

Hire or attempt to hire any employee of the Company.

ARTICLE 6: NON-SOLICITATION

The Employee agrees that, during their employment with the Company and for a period of [LENGTH OF TIME] after the termination of their employment, they shall not:

Solicit or attempt to solicit any employee of the Company to leave their employment with the Company;

Solicit or attempt to solicit any customer or client of the Company to cease doing business with the Company.

ARTICLE 7: REPRESENTATIONS AND WARRANTIES

The Employee represents and warrants that:

They have the right to enter into this Agreement and to perform their obligations under this Agreement;

They have not breached any obligation of confidentiality or non-competition with any prior employer or other party;

They have not disclosed any Confidential Information to any Unauthorized Party prior to the execution of this Agreement.

ARTICLE 8: REMEDIES

The Employee acknowledges that any breach of this Agreement would cause irreparable harm to the Company, and that monetary damages would not be an adequate remedy. The Employee agrees that, in the event of any breach or threatened breach of this Agreement, the Company shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

ARTICLE 9: DISPUTE RESOLUTION

Any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach thereof, shall be resolved through arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator, who shall be selected by the parties. The arbitration shall be conducted in [LOCATION] , and the language of the arbitration shall be English. The arbitrator's decision shall be final and binding upon the parties.

ARTICLE 10: GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the [STATE/COUNTRY] . The parties hereby submit to the jurisdiction of the courts of [STATE/COUNTRY] and waive any objections to such jurisdiction.

ARTICLE 11: ENTIRE AGREEMENT

This Agreement constitutes the entire between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and communications, whether written or oral.

ARTICLE 12: AMENDMENTS

This Agreement may not be amended or modified except in writing signed by both parties.

ARTICLE 13: NOTICES

Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered personally or sent by certified mail, return receipt requested, to the party's address set forth below:

[COMPANY ADDRESS] [EMPLOYEE ADDRESS]

ARTICLE 14: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

ARTICLE 15: HEADINGS

The headings in this Agreement are for convenience only and shall not be used to interpret or construe the provisions of this Agreement.

ACKNOWLEDGMENT

The Employee acknowledges that they have read and understand this Agreement, and that they are signing this Agreement voluntarily and without coercion. The Employee acknowledges that they have been given the opportunity to review this Agreement with their own counsel, and that they have been advised to seek the advice of counsel if they have any questions or concerns about this Agreement. By signing below, the parties acknowledge that they have read, understand, and agree to be bound by the terms and conditions of this Agreement.

For Company

By: _____
Title: _____
Date: _____

For Employee

By: _____
Date: _____

Note: This is a sample employee NDA and should be reviewed and customized according to your company's specific needs and requirements. It's also recommended to have a lawyer review the agreement before using it.