
NON-DISCLOSURE AGREEMENT (NDA)

This **Non-Disclosure Agreement** ("Agreement") is made and entered into as of **22-02-2025**, by and between:

- Disclosing Party: Build 2 Learn**, a company registered under the laws of **Tamil Nadu, India**, having its principal place of business at **Level 6, Office 01A, OLYMPIA CYBERSPACE, 21/22, Alandur Road, Reddy 2nd St, Arulayiammanpet, Guindy, Chennai, Tamil Nadu 600032**.
- Receiving Party: [Employee/Contractor/Company Name]**, having its registered address at **[Recipient's Address]**.

The parties agree as follows:

1. Purpose of the Agreement

The Disclosing Party possesses certain confidential and proprietary information that is valuable and must be protected. The Receiving Party agrees to maintain the confidentiality of such information and to use it solely for **[Purpose, e.g., "employment purposes," "evaluating a potential business relationship," or "collaboration in a specific project"]**.

2. Definition of Confidential Information

For this Agreement, **"Confidential Information"** refers to any material, data, or knowledge disclosed by the Disclosing Party that is not publicly available, including but not limited to:

- Business strategies, marketing plans, financial reports, and projections.
- Trade secrets, proprietary techniques, and know-how.
- Product designs, technical drawings, prototypes, and manufacturing processes.
- Software, source code, algorithms, and system architecture.
- Customer lists, vendor agreements, and pricing strategies.
- Research, development data, and unpublished patents.

Confidential Information **does not** include:

1. Information that was already in the public domain before disclosure.
2. Information that becomes publicly available through no fault of the Receiving Party.
3. Information received from a third party without confidentiality obligations.

4. Information independently developed by the Receiving Party without reference to Confidential Information.
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3. Obligations of the Receiving Party

The Receiving Party agrees to:

- Keep the Confidential Information strictly confidential.
- Use the Confidential Information **only** for the stated purpose.
- Not disclose, distribute, or share the Confidential Information with third parties without written consent from the Disclosing Party.
- Take reasonable security measures to prevent unauthorized access, copying, or use of Confidential Information.
- Return or destroy all Confidential Information upon the Disclosing Party's request.

The Receiving Party **shall not**:

- Copy, reproduce, modify, or create derivative works of the Confidential Information without permission.
 - Use the Confidential Information for personal gain, competitive advantage, or any unauthorized purpose.
 - Disclose the existence of this Agreement without prior written consent.
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4. Duration of Confidentiality

This Agreement shall remain in effect for a period of **5 years** from the date of signing. The Receiving Party's obligation to maintain confidentiality will continue even after the termination of the relationship between the parties.

5. Permitted Disclosures

The Receiving Party may disclose Confidential Information if:

- Required by law, government regulation, or court order, provided that the Receiving Party gives prior written notice to the Disclosing Party.
 - The Disclosing Party provides written consent for disclosure.
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6. Ownership and No License

All Confidential Information remains the sole property of the Disclosing Party. This Agreement does not grant the Receiving Party any rights, licenses, or ownership interest in the Confidential Information.

7. Breach and Remedies

If the Receiving Party breaches this Agreement:

- The Disclosing Party has the right to seek **injunctive relief** and **monetary damages**.
 - The Disclosing Party may take legal action to recover any losses or damages.
 - The Receiving Party will be responsible for any legal costs and attorney fees resulting from the breach.
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8. Governing Law and Dispute Resolution

This Agreement shall be governed and interpreted according to the laws of **Tamil Nadu, India**.

- Any disputes shall be resolved through **arbitration** in **[City/State]**, or through the **courts of Tamil Nadu, India**.
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9. Miscellaneous Provisions

1. **No Waiver:** Failure to enforce any provision of this Agreement does not waive the right to enforce it later.
 2. **Severability:** If any provision of this Agreement is deemed invalid, the remaining provisions shall remain effective.
 3. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties and supersedes all prior written or oral agreements.
 4. **Amendments:** This Agreement may only be modified in writing and signed by both parties.
 5. **No Partnership or Employment Relationship:** This Agreement does not create a partnership, employment, or joint venture relationship between the parties.
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10. Signatures

By signing below, the parties acknowledge that they have read, understood, and agreed to the terms of this Agreement.

Disclosing Party

Name: Employer

Company Name: Build 2 Learn

Date: 22-02-2025

This NDA protects sensitive business information and ensures that both parties adhere to confidentiality obligations.

Here is your **Employment Agreement** with reasonable values filled in for the remaining placeholders:

EMPLOYMENT AGREEMENT

This **Employment Agreement** ("Agreement") is made and entered into as of **22-02-2025**, by and between:

1. **Employer: Build 2 Learn**, a company registered under the laws of **Tamil Nadu, India**, having its principal place of business at **Level 6, Office 01A, OLYMPIA CYBERSPACE, 21/22, Alandur Road, Reddy 2nd St, Arulayiammanpet, Guindy, Chennai, Tamil Nadu 600032** (hereinafter referred to as the "Company" or "Employer").
2. **Employee: [Employee Full Name]**, residing at **[Employee Address]**, (hereinafter referred to as the "Employee").

The parties agree as follows:

1. Position and Duties

1.1 The Employee shall be employed in the position of **Associate Developer** and shall perform all duties and responsibilities assigned by the Employer.

1.2 The Employee shall report to **Friendly Manager** or any other person designated by the Employer.

1.3 The Employee agrees to abide by all company policies, procedures, and code of conduct as established by the Employer.

2. Term of Employment

2.1 The employment shall commence on **22-05-2025** and shall continue until terminated by either party as per the terms of this Agreement.

2.2 The employment shall be **permanent, subject to a probationary period of 3 months**.

2.3 During the probation period, the Employer reserves the right to terminate employment with **15 days' notice**.

3. Compensation and Benefits

3.1 The Employee shall be paid a gross monthly salary of **₹50,000**, subject to applicable taxes and deductions.

3.2 The Employee shall be eligible for the following benefits:

- **Provident Fund (PF)** (as per statutory norms).
- **Medical Insurance** covering the Employee and dependents.
- **Leave Benefits** as per company policy.
- **Performance-based Bonus** (if applicable).

3.3 The salary shall be paid on the **1st of the month**.

4. Working Hours and Leave

4.1 The Employee shall work **8 hours per day** from **9:00 AM to 6:00 PM**, with a **1-hour lunch break**.

4.2 The Employee shall be entitled to the following leaves per year:

- **Annual Leave:** 12 days
- **Sick Leave:** 6 days
- **Casual Leave:** 6 days
- **Other Leave:** As per statutory requirements and company policy.

4.3 The Employee must submit leave requests in advance as per the company leave policy.

5. Confidentiality and Non-Disclosure

5.1 The Employee acknowledges that they may have access to confidential business information and trade secrets of the Company.

5.2 The Employee agrees not to disclose or misuse any confidential information during or after employment.

5.3 The Employee must return all company documents, equipment, and confidential materials upon termination of employment.

6. Non-Compete and Non-Solicitation

6.1 The Employee agrees that during the term of employment and for a period of **6 months** after termination, they shall not:

- Engage in or work for a competing business in a similar role.

- Solicit or attempt to solicit clients, customers, or employees of the Company.
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7. Termination of Employment

7.1 Either party may terminate this Agreement by providing **30 days' written notice** or equivalent salary in lieu of notice.

7.2 The Employer may terminate the Employee immediately without notice in cases of:

- Breach of confidentiality or company policies.
 - Gross misconduct, fraud, or negligence.
 - Violation of any legal or ethical standards.
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8. Intellectual Property Rights

8.1 Any work, invention, or intellectual property created by the Employee during their employment shall be the exclusive property of the Employer.

8.2 The Employee agrees to assign all rights and ownership of such intellectual property to the Employer.

9. Governing Law and Dispute Resolution

9.1 This Agreement shall be governed by the laws of **Tamil Nadu, India**.

9.2 Any disputes shall be resolved through **arbitration** in **Chennai, Tamil Nadu**, or through the courts of **Tamil Nadu, India**.

10. Miscellaneous Provisions

1. **No Waiver:** Failure to enforce any provision of this Agreement does not waive the right to enforce it later.
2. **Severability:** If any provision of this Agreement is deemed invalid, the remaining provisions shall remain effective.
3. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral.
4. **Amendments:** This Agreement may only be modified in writing and signed by both parties.
5. **No Partnership or Agency Relationship:** This Agreement does not create a partnership, joint venture, or employer-employee relationship beyond the scope defined.

11. Signatures

By signing below, the parties acknowledge that they have read, understood, and agreed to the terms of this Agreement.

Employer

Name: _____

Company Name: Build 2 Learn

Designation: HR Manager

Signature: _____

Date: 22-02-2025

Employee

Name: _____

Address: _____

Signature: _____

Date: _____