



EMPLOYEE NON-DISCLOSURE AGREEMENT (NDA)

(As per Indian Law – Applicable in Noida, Uttar Pradesh)

This Employee Non-Disclosure Agreement (“Agreement”) is executed on this _____ day of _____, 20____, at Noida, Uttar Pradesh, by and between:

THE COMPANY Name: _____

Registered Address: _____ (Hereinafter referred to as “Company”)

— AND —

THE EMPLOYEE Name: _____

Residential Address: _____ (Hereinafter referred to as “Employee”)

The Company and Employee are collectively referred to as “Parties.”

1. Purpose

The Employee acknowledges that during employment, they will have access to confidential, proprietary, and sensitive information belonging to the Company. This Agreement governs the protection, use, and disclosure of such information.

2. Definition of Confidential Information

“Confidential Information” includes, but is not limited to:

Business Details: Business strategies, internal reports, and policies.

Commercial Data: Client/customer lists, lead data, vendor information, sales data, pricing details, and financial records.

Technical Assets: Technical information, software, databases, schematics, and code.

Operational Info: Marketing strategies, analytics, planning documents, HR data, employee records, and training materials.

General: Any non-public information disclosed during employment.

Confidential Information may be oral, written, digital, visual, or stored in any format.

3. Employee Obligations

The Employee agrees to the following strict obligations:

Strict Confidentiality: To keep all Confidential Information strictly confidential.

No Unauthorized Disclosure: Not to disclose Company information to any third party without prior written approval.

Official Use Only: Not to copy, download, transfer, or share Company information except strictly for official duties.

No Misuse: Not to misuse Confidential Information for personal gain or to harm the Company.

Indefinite Term: To maintain confidentiality even after resignation or termination. These obligations continue indefinitely unless the Company provides a written release.

4. Exclusions

Information shall not be considered confidential if:

It becomes publicly known without breach of this Agreement.

It is lawfully obtained from a third party without a confidentiality breach.

It is required to be disclosed under Indian law, court order, or government direction (provided the Employee notifies the Company immediately).

5. Ownership of Information

All Confidential Information, including data created by the Employee during employment, is the exclusive property of the Company under the Indian Copyright Act, 1957 and Contract Act, 1872. The Employee acquires no rights or licenses to such information.

6. Return of Assets

Upon termination of employment, resignation, or Company request, the Employee must:

Return all documents, devices, files, ID cards, and electronic data.

Delete all Company information stored on personal devices.

Hand over all passwords, access details, and confidential files.

Note: Failure to return Company property may lead to legal action under Indian laws.

7. Non-Compete Clause (Optional)

The Employee agrees not to engage in any competing business during the tenure of employment and not to misuse the Company's Confidential Information after termination.

8. Non-Solicitation Clause

For a period of 12 months after leaving employment, the Employee agrees not to:

Solicit Company clients or customers.

Poach or attempt to hire Company employees.

Influence vendors, partners, or associates away from the Company.

(This is enforceable under the Indian Contract Act Section 27 when related to the protection of trade secrets.)

10. Governing Law & Jurisdiction

This Agreement shall be governed by the laws of India, and courts located in Noida, Uttar Pradesh, shall have exclusive jurisdiction over disputes.

11. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes any prior oral or written communications.

12. Amendments

Any modifications to this Agreement must be made in writing and signed by both Parties.

13. Signatures

FOR THE COMPANY

Name: _____

Designation: _____

Signature: _____

Date: _____

FOR THE EMPLOYEE

Name: _____

Signature: _____

Date: _____

Would you like me to...

Create an "Asset Handover Form" to go along with this NDA for when employees leave?

Draft a customized email template to send this NDA to new hires?