**ABC Company Ltd**

**Non-Disclosure Agreement (NDA)**

**Effective Date:** JoiningDate

**Disclosing Party:**

**-Name:** ABC Company Ltd.

**-Address:** Sholinganur

**-Representative:** HR\_Name

**Receiving Party:**

**Name:** EmpName

**Address:** EmpAddress

**Title/Position:** Pos

**Purpose:**

The Disclosing Party wishes to disclose certain confidential information to the Receiving Party for the purpose of [briefly describe the purpose, e.g., discussing potential business collaboration].

**Confidential Information:**

Confidential information may include, but is not limited to, proprietary business information, trade secrets, financial data, customer lists, marketing strategies, and any other information deemed confidential by the Disclosing Party.

**Obligations:**

1. The Receiving Party agrees to keep all confidential information strictly confidential and to take all reasonable precautions to prevent unauthorized disclosure or use.

2. The Receiving Party shall not disclose, reproduce, or use the confidential information for any purpose other than the agreed-upon purpose.

3. The obligations of confidentiality shall remain in effect for [specify the duration, e.g., two years] from the effective date of this agreement.

**Exceptions:**

The obligations of confidentiality shall not apply to information that is:

- Already known to the Receiving Party at the time of disclosure.

- Publicly available or becomes publicly known through no fault of the Receiving Party.

- Independently developed by the Receiving Party without reference to the confidential information.

**Return or Destruction:**

Upon the Disclosing Party's request or the termination of discussions related to the disclosed information, the Receiving Party shall promptly return or destroy all copies of the confidential information.

**Jurisdiction and Governing Law:**

This agreement shall be governed by and construed in accordance with the laws of [Specify Jurisdiction]. Any disputes arising out of or in connection with this agreement shall be resolved through arbitration in accordance with the rules of [Specify Arbitration Institution].

**Miscellaneous:**

This agreement constitutes the entire understanding between the parties and supersedes any prior agreements or understandings, whether written or oral.

**Signatures:**

Disclosing Party:

ABC Company Ltd.

Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Receiving Party:**

EmpName

Title/Position: Pos

Date: JoiningDate