

EMPLOYEE NON-DISCLOSURE AGREEMENT

This Employee Non-Disclosure Agreement (here on referred to as the "Agreement") is executed on [MENTION DATE] between:

[NAME OF EMPLOYEE] (Here on referred to as the "Employee"), an individual R/o.
[MENTION COMPLETE ADDRESS OF EMPLOYEE]

AND:

[COMPANY NAME] (Here on referred to as the "Company"), an organisation established as per the relevant laws of [STATE/PROVINCE], with its head office located at [MENTION FULL ADDRESS OF COMPANY]

In consideration of being employed by 'Company' and disclosure by Company of confidential trade information, the undersigned 'Employee' hereby covenants and agrees and acknowledges:

1. CONFIDENTIALITY

During the course of Employee's employment, he/she will be exposed to valuable confidential information along with trade secrets of Company. Employee agrees to take all necessary precautions to make sure that such confidential information is not disclosed to any third parties either during or after the term of this Agreement.

Employee acknowledges that confidential information and trade secrets of the Company will consist of but will not be limited to:

- a) Business related information: Supplier's list, Customer lists, production, costing & pricing data, financial data and marketing, or merchandising systems or plans.
- b) Technical Know-How: Production techniques or procedures, new inventions, machinery, new formulae or compositions, systems, IT, computer programs and research projects.

Employee is of the understanding that this Agreement does not and will not prevent him/her from working for any other organization subsequent to his/her termination from employment with the Company unless the Employee does not use for personal purpose or disclose to anyone else any such confidential information or trade secrets.

2. USE

Employee is only allowed to use Company's confidential information or trade secrets only to the extent necessary for providing services or goods requested by Company. He/ She shall not use such information for any other purpose.

3. ENFORCEMENT

Employee agrees that in case of breach of any of the provisions of this Agreement on his/her part, if the Company suffers any monetary loss or irreparable injury. Then the Company will have the right to enforce this Agreement in any court of law having proper jurisdiction. In addition to the above, the Company reserves other rights and remedies available under law.

4. TERMINATION

All materials made available to the Employee by the Company, along with all the materials prepared by Employee in connection to the employment by Company, including models, source code, documents, designs, flowcharts etc. along with all copies made thereof, shall be returned to the Company upon termination of employment.

5. OWNERSHIP

Employee agrees that all the material mentioned in point 4 along with all other developments made either by the Employee or done under his/her direction for Company related assignments shall be the sole property of the Company. Along with it, any copyrights or other proprietary interests therein shall also belong to the Company.

6. GOVERNING LAW

This Agreement is in accordance with the relevant laws of the state of [NAME OF STATE].

7. INDEMNIFICATION

Employee agrees to pay cost of damages decided between the parties for any violation of the covenant of non- disclosure of confidential information contained in this Agreement.

8. BINDING AGREEMENT

If any part of the above mentioned points is found to be void for any reason, the undersigned accepts that the void part may be severed without affecting the validity or enforceability of any other remaining of the points.

This agreement shall be binding upon and will be for the benefit of the parties, their successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this "Agreement" at [MENTION PLACE OF EXECUTION] on the date mentioned above.

COMPANY
(Employer)

EMPLOYEE

Authorized Signatory

Authorized Signatory

(Name and Title)

(Name and Title)