

## EMPLOYEE NON-DISCLOSURE AGREEMENT

This Agreement ("**Agreement**") is made and entered into on this [ ] day of [ ], 201\_ ("**Effective Date**"), by and between [ ] ("**Company**") , an Indian company with its principle place of business at [ ] ("**Address**"), India; and ("**Employee**"), with an address at .

For good consideration, and in consideration of being employed by the Company, the undersigned Employee hereby agrees and acknowledges as follows:

1. That during the course of my employ there may be disclosed to me certain trade secrets of the Company; said trade secrets consisting but not necessarily limited to:
  - 1.1. Technical information: Methods, processes, systems, techniques, inventions, machines, computer programs and research projects.
  - 1.2. Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.
2. That I shall not during, or at any time after the termination of my employment with the Company, use for myself or others, or disclose or divulge to others including future employees, and/or employees or contractors of the Company's Customer, any trade secrets, confidential information, or any other proprietary data of the Company in violation of this agreement.
3. That upon the termination of my employment from the Company:
  - 3.1. I shall return to the Company all documents and property of the Company, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by me during the course of employ. I further agree that I shall not retain copies, notes or abstracts of the foregoing.
  - 3.2. The Company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.
4. That this agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.
5. That I shall indemnify the Company against any and all losses, damages, claims, or expenses incurred or suffered by the Company, whether directly or indirectly, including reasonable attorney's fees and costs, resulting from my breach of this Agreement.
6. This Agreement shall remain in full force and effect with respect to the confidential information without limitation of time.
7. This Agreement shall be governed by and construed under the laws of India.

Signed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Employee