

EMPLOYEE NON-DISCLOSURE AGREEMENT

[COMPANY NAME]

This Non-Disclosure and Confidentiality Agreement ("Agreement") is made on [DD Month YYYY] ("Effective Date") by and between:

[Company Name], a company incorporated under the laws of Nepal, having its registered office at [Company Address] ("Company"); and

[Employee Name], of [Employee Address] ("Employee"),

each a "Party" and together the "Parties."

Background

- The Company is engaged in [describe the Company's business, e.g., "software development and related services"] ("Business") and has developed or holds certain confidential, proprietary, and valuable information relating to the Business.
- In the course of employment, the Employee will have access to such information, including information relating to the Company's clients, products, systems, and operations.
- As a condition of the Employee's employment (or continued employment), the Employee agrees to the terms of this Agreement.

Terms

1. **Confidential Information.** "Confidential Information" means any non-public information, in any form, disclosed by or on behalf of the Company to the Employee, or otherwise obtained or accessed by the Employee in the course of employment, including but not limited to: business plans, strategies, and financials; source code, algorithms, and technical designs; customer, vendor, and employee data; pricing, proposals, and marketing plans; and any other information a reasonable person would understand to be confidential given its nature and the circumstances of disclosure.
2. **Exclusions.** Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Employee; (b) was already rightfully known to the Employee before it was disclosed by the Company; (c) is independently developed by the Employee without use of or reference to the Confidential Information; or (d) is rightfully received by the Employee from a third party without any obligation of confidentiality.
3. **Non-Disclosure and Use.** The Employee will hold all Confidential Information in strict confidence, will use it only to perform their duties for the Company, will not reproduce or use it for any other purpose (including personal benefit or the benefit of any third party), and will disclose it only to persons within the Company who have a genuine need to know it. This obligation applies both during and after the Employee's employment.
4. **Ownership.** All Confidential Information remains the sole property of the Company. Nothing in this Agreement transfers any ownership or licence in Confidential Information to the Employee. Ownership of work product, inventions, or intellectual property created by the Employee in the course of employment is addressed separately in the Employee's Appointment Letter and the Company's HR Policy, and is not affected by this Agreement.

5. **Return and Destruction.** On termination of employment, or earlier at the Company's request, the Employee will promptly (and in any event within [15] days) return or, at the Company's direction, destroy all Confidential Information and any materials containing it, and will not retain any copies, in any form, except to the extent retention is required by applicable law or the Company's own record-keeping obligations.
6. **Disclosure Required by Law.** Nothing in this Agreement prevents the Employee from disclosing Confidential Information to the extent required by a valid order of a Nepali court or governmental authority, or as otherwise required by applicable Nepal law, or from reporting a suspected violation of law to a competent authority, provided that, where legally permitted, the Employee gives the Company reasonable prior notice of the required disclosure.
7. **No Effect on Employment Terms.** This Agreement is entered into in connection with the Employee's employment but does not itself set the terms of that employment. The Employee's position, compensation, notice period, and grounds and procedure for termination are governed by the Employee's Appointment Letter, the Company's HR Policy, and the Labour Act, 2074 (2017), as applicable.
8. **Remedies.** The Employee acknowledges that unauthorized use or disclosure of Confidential Information may cause the Company irreparable harm for which monetary damages alone may not be an adequate remedy, and that the Company may accordingly seek injunctive or other equitable relief, in addition to any other remedy available at law — including disciplinary action up to and including termination of employment, in accordance with the Company's HR Policy.
9. **Term and Survival.** The Employee's obligations under this Agreement continue for as long as the relevant information remains Confidential Information (which, for trade secrets and similarly sensitive business information, may be indefinite), and survive the termination of the Employee's employment for any reason.
10. **Severability.** If any provision of this Agreement is found unenforceable, that provision will be severed and the remainder of the Agreement will continue in full force and effect.
11. **Entire Agreement and Amendment.** This Agreement, together with the Employee's Appointment Letter and the Company's policies referenced in it, constitutes the entire understanding between the Parties on the subject of confidentiality, and may only be amended in writing signed by both Parties.
12. **Governing Law and Jurisdiction.** This Agreement is governed by the laws of Nepal, and any dispute arising from it is subject to the jurisdiction of the competent courts of Nepal.

The Employee confirms that they have read and understood this Agreement and voluntarily agree to be bound by it.

[Employee Name]

Employee

Date: [•]

[Name], [Designation]

For [Company Name]

Date: [•]

Disclaimer: *This is a generic template made available by RigoHR for general reference. It is not a substitute for legal advice. Employers should have this Agreement reviewed by qualified Nepali legal counsel and adapted to their specific business and the sensitivity of the information involved before use.*