

Non-Disclosure Agreement — Employee Pre-Joining (India)

Confidentiality and IP disclosure agreement for the pre-joining period under Indian law

HOW TO USE THIS TEMPLATE

1.	Execute BEFORE the prospective employee's first day — not on joining day.
2.	This governs confidentiality during the critical pre-joining period.
3.	The main employment agreement must also contain full IP and confidentiality provisions.
4.	For background-check purposes, ensure the candidate discloses prior IP obligations.
5.	Keep a signed copy in the employee's permanent personnel file.

PARTIES

Company	[Company full legal name and CIN]
Company Address	[Registered office address with PIN]
Company Representative	[Name and designation of signing authority]
Prospective Employee	[Full legal name]
Father's / Spouse's Name	[As per PAN]
Residential Address	[Full address with PIN code]
PAN Number	[PAN]
Proposed Designation	[Job title / role]
Proposed Department	[Department or functional area]
Expected Annual CTC	[Rs. X lakhs — for employment records]
Expected Joining Date	[DD Month YYYY]
Date of this Agreement	[DD Month YYYY]

BACKGROUND

The Company has extended an offer of employment to the Prospective Employee. Before the Prospective Employee's formal commencement of employment, the Company may share certain confidential and proprietary information for onboarding and preparatory purposes. This Agreement governs the treatment of that information during the pre-joining period and sets out the Prospective Employee's obligations with respect to intellectual property, prior obligations, and conflicts of interest.

1. DEFINITIONS

1.1 "Confidential Information" means all non-public information of the Company disclosed to the Prospective Employee before, on, or after the Effective Date in connection with the employment relationship, including: business strategies and plans; financial data and projections; product specifications, technology architecture, and source code; customer and prospect information; employee details and compensation structures; supplier and

partner relationships; pricing models and commercial terms; and any other information that a reasonable person would understand to be confidential given the nature of the information and circumstances.

1.2 "Pre-Joining Period" means the period commencing on the date of this Agreement and ending on the Prospective Employee's first official working day at the Company.

1.3 "Pre-Existing IP" means any invention, software, design, creative work, or other intellectual property owned or co-owned by the Prospective Employee as of the date of this Agreement.

2. CONFIDENTIALITY OBLIGATIONS — PRE-JOINING PERIOD

2.1 During the Pre-Joining Period, the Prospective Employee shall: (a) treat all Confidential Information with strict confidence; (b) not disclose it to any third party for any reason; (c) use it solely for the purpose of preparing to commence employment; (d) not make any copies beyond what is strictly necessary for that purpose; (e) not post or discuss any Confidential Information on social media, messaging platforms, or with former colleagues; and (f) notify the Company immediately if they become aware of any actual or potential breach.

2.2 Post-Commencement Continuity. Upon commencement of employment, the confidentiality provisions of the formal employment agreement shall supplement and extend the obligations of this Agreement. The obligations under this Agreement with respect to information received during the Pre-Joining Period shall continue to apply for the duration of employment and for two (2) years thereafter.

2.3 If Employment Does Not Commence. If the Prospective Employee does not join the Company for any reason (including withdrawal of the offer by either party), the Prospective Employee shall: (a) immediately return or destroy all Confidential Information received; (b) certify such return or destruction in writing; and (c) remain bound by the confidentiality obligations of this Agreement for two (2) years from its date.

3. INTELLECTUAL PROPERTY — DISCLOSURE AND ADVANCE AGREEMENT

3.1 Pre-Existing IP Disclosure. The Prospective Employee hereby discloses the following pre-existing inventions, works, and intellectual property that they own or co-own as of the date of this Agreement and that may be relevant to the Company's business:

Pre-Existing IP (list all relevant items, or write 'None')	[Description of any patents, software, designs, publications, or other IP owned or co-owned]
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3.2 Acknowledgement of IP Assignment Obligation. The Prospective Employee acknowledges and agrees that upon commencement of employment, they will be required to execute an Employee IP Assignment and Confidentiality Agreement assigning to the Company all intellectual property created in the course of their employment that relates to the Company's business. This pre-joining NDA does not constitute that assignment agreement but records the Prospective Employee's awareness of this obligation.

3.3 No Use of Former Employer's IP. The Prospective Employee represents and warrants that they have not brought and will not bring to the Company any confidential information, trade secrets, or intellectual property belonging to any former employer, client, or third party. The Prospective Employee shall perform their role at the Company using only their own general skills, knowledge, and experience.

4. PRIOR EMPLOYMENT OBLIGATIONS AND CONFLICTS

4.1 Declaration of Prior Obligations. The Prospective Employee hereby declares that:

Current Employer (if any)	[Name of current employer or 'None']
Notice Period with Current Employer	[X weeks / months / 'Not applicable']

Any post-employment restrictions (non-compete / non-solicit)	[Details or 'None']
Any confidentiality obligations to prior employers	[Details or 'None']
Any equity / ESOP / deferred compensation pending with prior employer	[Details or 'None']

4.2 The Prospective Employee confirms that: (a) accepting and commencing employment with the Company will not breach any non-compete, non-solicit, confidentiality, or other restrictive covenant owed to any former employer; (b) they have disclosed all such obligations accurately above; and (c) they are free to accept and fully perform the role offered by the Company.

5. NON-SOLICITATION

5.1 During the Pre-Joining Period, the Prospective Employee shall not: (a) solicit any employee or contractor of the Company to leave their position or to join any other venture; (b) solicit any customer, client, or business partner of the Company for any competing purpose; or (c) use any Confidential Information to benefit any third party or competing business.

6. REMEDIES, GOVERNING LAW, AND GENERAL PROVISIONS

6.1 Remedies. The Company shall be entitled to seek injunctive relief without bond for any breach or threatened breach of this Agreement, in addition to all other remedies available at law. The Prospective Employee shall indemnify the Company for all losses arising from any breach.

6.2 Governing Law. This Agreement is governed by the laws of India. Disputes shall be resolved before the courts of [City].

6.3 Entire Agreement; Amendment. This Agreement constitutes the entire agreement for the Pre-Joining Period and is supplemented by the employment agreement upon commencement of employment. Amendments require written consent of both Parties.

6.4 Severability. If any provision is held unenforceable, the remaining provisions continue in full force.

6.5 Stamp Duty. Execute on appropriate non-judicial stamp paper per applicable state Stamp Act.

EXECUTION

COMPANY	PROSPECTIVE EMPLOYEE
[Company Full Legal Name]	[Full Name]
Authorised Signatory: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	PAN: _____
Date: _____	Date: _____
Place: _____	Place: _____

IMPORTANT NOTE

Execute this Agreement BEFORE the prospective employee's first day of work. Upon commencement of employment, the formal Employee IP Assignment and Confidentiality Agreement must also be executed. This NDA covers only the pre-joining period. Template only — not legal advice.

ADDITIONAL PROVISIONS FOR EMPLOYMENT TRANSITION

8.1 Background Verification Cooperation. The Prospective Employee consents to the Company conducting a background verification check prior to or after employment commencement, including verification of educational qualifications, previous employment history, and professional references. The Prospective Employee shall provide accurate and complete information for background verification purposes and shall not withhold any material information that could affect the Company's decision to employ them. Any material misrepresentation discovered during background verification shall entitle the Company to withdraw the offer of employment.

8.2 Prior Employer Non-Disparagement. The Prospective Employee shall not, at any point before or after joining the Company, make any disparaging or defamatory statement about any previous employer, whether in conversation with Company employees, in job interviews, or in any public forum. Constructive feedback about previous employers given in good faith in a private employment discussion context is not covered by this clause.

8.3 Equipment and Access Provisioning. The Company shall not provide the Prospective Employee with access to Company systems, equipment, source code, or customer data during the Pre-Joining Period unless and until: (a) this Agreement has been signed; (b) any required background verification has been completed satisfactorily; and (c) the Company is satisfied that the Prospective Employee has no conflicting obligations. Any pre-joining access to systems shall be limited to information strictly necessary for preparatory activities.

8.4 Salary and Benefits During Pre-Joining Period. No salary, employee benefits, or other employment entitlements accrue during the Pre-Joining Period. This Agreement covers the period before employment commencement and does not create an employment relationship. Any pre-joining project work assigned to the Prospective Employee, if any, is on a voluntary basis and any compensation for such work shall be separately agreed in writing.

8.5 POSH Act Applicability. The Prevention, Investigation, and Redressal of Sexual Harassment of Women at Workplace Act 2013 (POSH Act) does not apply during the Pre-Joining Period as no employment relationship exists. Once employment commences, the Company's POSH policy shall apply in full. The Company shall provide the Prospective Employee with a copy of its POSH policy and Internal Complaints Committee details on or before the joining date.