



AIAAG

Beyond the Handshake: The Role of Legal English in Drafting Confidentiality Agreements

**Drafted by
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ALSA Indonesia Academic Guidelines

I. Introduction

A. The Concept of Confidentiality

At the heart of modern commercial and employment law lies the enduring concept of confidentiality, the legal and ethical obligation of a party who receives private information to safeguard it from unauthorized use or disclosure. In its broadest sense, confidentiality operates across multiple legal regimes simultaneously. Doctor-patient confidentiality, attorney-client privilege, priest-penitent privilege, and bank-client confidentiality agreements are all recognized expressions of this principle, though they are often not enshrined in a written contract between the parties. These relationships demonstrate that the duty of confidentiality is not merely a creature of contract but a foundational value embedded in professional ethics, fiduciary relationships, and public policy.

Confidentiality forms a foundational principle in law, protecting information with the "necessary quality of confidence" from unauthorized disclosure.¹ Courts recognize it explicitly, balancing individual rights against societal needs, as seen in landmark cases emphasizing legal protection for secrets. A confidentiality agreement, also called a "**nondisclosure agreement**" or "**NDA**", is a legally binding contract where a person or business promises to treat specific information as a trade secret and promises not to disclose the secret to others without proper authorization. This definition, while broadly accurate, tends to obscure the deeper functional and structural complexity of confidentiality obligations in practice.

As noted by the Yale Law Journal, confidentiality agreements demand only that the recipient stay silent and not use, except as authorized, any information that the contract defines as "confidential," and such agreements almost always encompass more than trade secrets, extending to any information the disclosing party imparted in confidence.² This expansive reach

¹ Edward S. Dove, 'Confidentiality, public interest, and the human right to science: when can confidential information be used for the benefit of the wider community?' (2023) *Journal of Law and the Biosciences*. [49].

² Camilla A. Hrdy and Christopher B. Seaman, 'Beyond Trade Secrecy: Confidentiality Agreements that Act Like Noncompetes' (2024) 133 *The Yale Law Journal*. [669]

of contractually defined confidentiality, beyond what trade secret law itself protects, which means that the concept of confidentiality in practice is shaped as much by private ordering as by statutory design.

Critically, not all confidential information carries the same legal weight. A "trade secret" is understood to be a special category of confidential information with exceptional commercial value that is subject to active protective measures. A trade secret is a type of confidential information that has exceptional value to a business and is subject to special efforts to maintain its secrecy,³ a distinction that has significant consequences when parties rely on NDAs to set the boundaries of their confidential relationship. The legal concept of confidentiality thus operates as an umbrella under which trade secrets, proprietary business data, personnel information, and other sensitive materials coexist, each with different thresholds of legal protection depending on whether they are governed by statute, common law, or contract.

B. Non-Disclosure Agreement as a Pre-Contractual Tool

While confidentiality obligations can be embedded within broader contractual arrangements, the NDA has evolved as a distinct and freestanding instrument in commercial practice, most notably as a pre-contractual tool deployed at the threshold of a prospective business relationship. In this function, the NDA serves to govern the disclosure of sensitive information during a stage where no principal agreement yet exists, creating what scholars have called a "contractual dimension" to what might otherwise be characterized as a purely pre-contractual setting.

The utility of the NDA at the pre-contractual stage is well-recognized in academic literature. It is best practice in cases where negotiations involve the sharing of information for the parties to enter into a confidentiality agreement, which can appear as a provision in a preliminary agreement.⁴ This

³ Alex Ross and Jenifer Elmy, 'Protecting Trade Secrets Using Non-Disclosure Agreements' (2017) Hamilton Law Association Journal.[1].

⁴ Marta Infantino, *et.al.*, 'Crossing the Abyss: A Comparative Analysis of the Enforceability of Preliminary Agreements' (2023) 37 Emory International Law Review.[637].

is particularly salient in the context of mergers and acquisitions, joint ventures, and investment discussions, where one or both parties must disclose material non-public information, including financial records, technical data, and strategic plans before any binding deal is struck. The NDA thus bridges the informational gap inherent in negotiation, enabling the free exchange of knowledge while legally constraining its misuse.

This pre-contractual function carries particular doctrinal complexity. In a landmark case discussed in the *Canadian Business Law Journal*, parties entered into an NDA to evaluate the viability of a business relationship; the NDA was entered into to assess the desirability or viability of establishing a business or contractual relationship, and when talks broke down, the Court granted a permanent injunction upon finding that the receiving party had violated a negative covenant concerning the use of confidential information contemplated in the NDA.⁵ This demonstrates that, even in the absence of a principal contract, the NDA itself constitutes a binding legal instrument with enforceable obligations.

Robert Yalden, writing in the *Canadian Business Law Journal* (2023), elaborates on this point, observing that early-stage agreements such as confidentiality agreements are very often part of a process in which a negotiation relationship emerges that is not pre-contractual but is instead structured in part through contracts, creating a context in which questions about honesty and good faith become highly relevant.⁶ The theoretical implication is significant: the NDA is not merely an ancillary instrument but a constitutive element of the negotiation relationship itself, capable of generating independent legal duties.

Under Indonesian law, this pre-contractual function remains implicitly recognized rather than expressly codified. The regulation of NDAs as a form

⁵ Borden Ladner Gervais LLP, 'After the Handshake: Good Faith Obligations in Pre-contractual M&A Agreements' (BLG Insights, 2024) <www.blg.com/en/insights/2024/04/after-the-handshake-good-faith-obligations-in-pre-contractual-m-and-a-agreements> accessed 14 March 2026.

⁶ Robert M. Yalden, 'New Perspectives on Good Faith in Contractual Negotiation' (2023) 67 *Canadian Business Law Journal*. [175].

of trade secret protection is not explicitly provided for in Indonesian Trade Secret Law. There are no laws that regulate explicitly regarding agreements between workers and employers, or by extension, between commercial parties regarding the obligation to maintain trade secrets, whether under Law No. 30 of 2000, laws in the field of manpower, Law No. 5 of 1999 concerning the Prohibition of Monopolistic Practices, the KUHP⁷Perdata, or the Criminal Code (KUHP).⁷ Nevertheless, NDAs are implicitly permitted, with their legal basis resting on the general principles of contract law in Book III of the KUHP⁸Perdata.⁸ For practitioners operating in this context, parties should carefully consider including liquidated damages provisions, given that the Indonesian civil procedure system does not provide an effective means of enforcing injunctions, particularly those of a restraining nature.

C. Unilateral v. Mutual Confidentiality Agreements

A critical structural distinction in the taxonomy of confidentiality agreements is the difference between unilateral and mutual (reciprocal) instruments. This distinction carries substantive implications for the scope of obligations, the allocation of risk, and the appropriateness of each instrument in a given transactional context.

1) Unilateral Confidentiality Agreement

A unilateral NDA is appropriate where the informational relationship is one-directional, a disclosing party shares sensitive data with a receiving party for evaluation purposes, without expecting any reciprocal disclosure. An NDA is employed whenever there is a unilateral flow of information,⁹ as in the case of a company disclosing proprietary technology to a prospective licensee, or an employer sharing trade secrets with a new hire.

2) Mutual Confidentiality Agreement

⁷ Ziana Mahfuzzah, *et. al.* 'Non-disclosure Agreements (NDA) as a Legal Protection on Trade Secrets in Work Agreements in Indonesia', 4th International Conference on Law Reform (Knowledge E 2024).[521].

⁸ *Ibid.*

⁹ Ironclad, 'NDA vs. Confidentiality Agreement: Is There a Difference?' (Ironclad Journal, 2024) <www.ironcladapp.com/journal/contracts/nda-vs-confidentiality-agreement> accessed 14 March 2026.

By contrast, a mutual or reciprocal NDA applies where both parties anticipate sharing sensitive information with one another, and where the protective interest is therefore bilateral. A reciprocal, or "mutual," nondisclosure and confidentiality agreement provides protection to individuals and companies from the misappropriation or unauthorized disclosure of information revealed in confidence or for a limited purpose, and is used in situations where both parties contemplate disclosing company-private information in connection with a commercial opportunity, collaboration, or proposed transaction. Such arrangements are common in merger negotiations, research partnerships, and joint venture discussions, where the exchange of proprietary knowledge is inherently symmetrical.

The choice between a unilateral and mutual structure also implicates the scope of what constitutes "confidential information" under each instrument. Usually, confidential information is broadly defined so that the protections in the NDA cover all non-public information disclosed by the disclosing party; however, parties may narrow the definition only to include information that is specifically marked as confidential. In the mutual context, this definitional exercise must be carried out with even greater precision, as both parties simultaneously occupy the roles of disclosing party and receiving party, and any ambiguity in scope may generate conflicting obligations. Ultimately, whether unilateral or mutual, the NDA must be calibrated to the specific transactional relationship it governs, a principle that is as true under Indonesian contract law as it is under any common or civil law framework.

II. The Essentials

A. Terminologies Used in Confidentiality Agreement

Unlike general commercial contracts, where context can supply meaning to ambiguous terms, NDAs operate as instruments of exclusion and

defining, with as much specificity as possible, what information is protected, who bears obligations, in relation to whom, and for how long.

The main goal of contract review and negotiation is not only to close the deal or formalise a business relationship, but also to avoid future risks, and most notably, misinterpretation of the parties' intention, and in practice, NDAs are very often the subject of dispute precisely because of unclear drafting that unintentionally allows for various interpretations.

1) The Parties

The most fundamental definitional architecture of any NDA is the identification of its parties and their respective roles. A confidentiality agreement designates the party sharing information as the "Disclosing Party" and the party receiving it as the "Receiving Party," and establishes a confidential relationship between them with respect to certain proprietary and confidential information. In a unilateral NDA, these roles are fixed and asymmetric, whereas in a mutual NDA, each party simultaneously occupies both roles, which has implications for how obligations are drafted, since each party at once seeks the broadest possible protection for its own disclosures and the narrowest possible obligations for the information it receives.

The definition of parties is not, however, limited to the immediate signatories. Generally, NDAs prohibit receiving parties from disclosing confidential information to any third party, however, a disclosing party may agree to share its confidential information with the receiving party's representatives, which typically include its affiliates, directors, employees, officers, and advisors to allow for thorough evaluation of the potential transaction. The scope of who qualifies as a "Representative" is frequently contested during negotiations, in which receiving parties will often request a more expansive definition that includes attorneys, consultants, financing sources, partners, investors, and even portfolio companies, while disclosing parties, sensitive about the breadth of exposure, may push

back on this expansion and request prior written consent before confidential information is disclosed to certain representatives.

Under Indonesian law, the concept of "parties" in an NDA is governed by the general rules of legal personality and contractual capacity in the KUHPerduta. Article 1320 of the KUHPerduta prescribes four essential conditions for a valid contract: (i) consensus (*kesepakatan*), meaning mutual free consent; (ii) capacity to contract (*kecakapan untuk berbuat*), typically linked to adulthood at 18 years and mental competence; (iii) a specific subject matter (*suatu hal tertentu*); and (iv) a lawful cause (*sebab yang halal*). In the NDA context, any party that satisfies these conditions may be a contracting party, whether a natural person or a legal entity (*badan hukum*).

2) Confidential Information

Confidential information is the heart of any confidentiality agreement; for the agreement to adequately protect against unwanted disclosure, the parties must clearly describe the information or types of information they wish to protect and the scope of each party's nondisclosure obligation. The Bloomberg Law standard agreement defines confidential information as information furnished by the disclosing party, whether orally, in writing, electronically, in other tangible form or format, or through or by observation, and identified as confidential or proprietary, or otherwise disclosed in a manner such that a reasonable person would understand its confidential nature. The Yale Law Journal This formulation, employing a "reasonable person" standard as its backstop, is notable because it extends protection beyond formally labelled materials to disclosures made in any medium where a reasonable recipient would understand the sensitive character of the information.

The breadth of what can constitute confidential information is deliberately expansive in well-drafted agreements. Any information

that flows between the parties can be considered confidential, such as data, know-how, prototypes, engineering drawings, computer software, test results, tools, systems, specifications, and this list is certainly not exhaustive, but does illustrate the breadth of items that can be deemed confidential. Modern NDAs typically include a comprehensive enumeration of covered items, including unpublished patent applications, know-how, schema, financial information, verbal representations, customer lists, vendor lists, and business practices and strategies.

Under Indonesian practice, this drafting tension is further complicated by the statutory framework of Law No. 30 of 2000, which provides that trade secret protection applies when information relates to production methods, processing methods, sales methods, or other information in the fields of technology and/or business that has economic value and is not known to the general public, as provided for under Article 3, which requires that the information must be secret, have economic value, and be actively maintained as confidential through appropriate efforts. An NDA in Indonesia must therefore be drafted with sufficient specificity to demonstrate that the information in question satisfies all three statutory criteria: secrecy, economic value, and active maintenance, if it is to attract the protective umbrella of the Trade Secret Law in addition to the general contract law protection of the KUHPerdata.

3) Purpose

The purpose clause is one of the key provisions in any NDA, explaining that the purpose determines what a receiving party may and may not do with the disclosed confidential information, and should be formulated accurately and in a sufficiently narrow manner to prevent the receiving party from using the confidential information for

competitive aims, for conducting a fishing expedition into product specifications, or for any other undesired purpose.

In practical terms, this means the NDA must define the purpose with transactional specificity. The "Permitted Use" clause is very important, as it strictly limits the receiving party's ability to use the information only for the stated purpose and no other, and parties should avoid vague or overly broad purpose descriptions, which create ambiguity and potential misuse.¹⁰ One of the most important features of an NDA is a specific description of the purposes for which confidential information may be used, paired with a blanket prohibition on using it for anything other than the prescribed purpose, and that typical uses may include carrying out specified professional services, conducting due diligence on an acquisition target, or exploring the terms of a potential joint venture.

4) Term and Duration

The duration of confidentiality obligations is a matter of considerable negotiation. Depending on the purpose of the NDA, the term during which confidential information must be kept secret and treated confidentially with due care might range from six months, in cases of simple product development or assessment of a long-term supply relationship, to eight or ten years, in cases of joint technology development.

Under Indonesian practice, the NDA may remain operative during the entire period of employment or extend for several years after the employee has ceased to work for the company, and NDA provisions may regulate, among other things, the duration during which confidentiality must be maintained, including provisions that the obligation remains operative for a specified number of years after the

¹⁰ Suriyadi Suriyadi and Muhammad Azhar Nur, 'Validity of Non Disclosure Agreement as The Protection Undisclosed Information (Trade Secret in Indonesia)' (2025) 7 Amsir Law Journal.[45].

employee is no longer employed, or that it remains operative indefinitely.

5) Exclusions and Carve-outs

These exclusions serve both legal and equitable functions, where they prevent the over-restriction of legitimately public knowledge, protect the receiving party from being bound to suppress what it already knew or independently developed, and ensure the NDA cannot be weaponized to obstruct compelled legal disclosures.

The standard taxonomy of exclusions, across both common law and civil law jurisdictions, is well-established. The most commonly employed exceptions are information that the recipient can demonstrate they possessed prior to its receipt from the discloser; information that becomes known to the public through no fault of the recipient; information that becomes known to the recipient from a third party with a lawful right to disclose it; information that was already in the public domain before disclosure; and information independently created by the recipient.¹¹ Information that is derived independently by the receiving party without reference to the confidential information after disclosure under the NDA, and information already in the public domain, including information disclosed in court or regulatory proceedings through no wrongful act of the receiving party.

Of particular significance is the carve-out for legally compelled disclosures, that is, disclosures required by court order, regulatory mandate, or operation of law. NDAs typically include a provision allowing receiving parties to disclose confidential information as required by law or as requested or required by order of a court or other legal process; however, most disclosing parties will seek, to the extent legally permissible, prior written notice for such disclosures by the

¹¹ Ironclad, 'Non-Disclosure Agreements (NDAs): Everything You Need to Know' (Ironclad Journal, 2024) <<https://ironcladapp.com/journal/contracts/non-disclosure-agreements>> accessed 15 March 2026.

receiving party, and generally require that the receiving party request confidential treatment of the information and cooperate with the disclosing party in obtaining a protective order. However, where disclosure is compelled by law or order, an NDA cannot contradict this legal obligation, and as a result, NDAs should not include disclosure language such as "under any circumstances" or "for any reason," as such phrasing could place the entire agreement in jeopardy.

B. The Scope of Disclosure

The scope of disclosure encompasses several aspects, which includes the substantive scope (what categories of information are covered), the functional scope (the purpose for which disclosure is permitted), the personal scope (to whom disclosure may be made), and the temporal scope (for how long the obligation endures). These dimensions together determine the effective reach and enforceability of the confidentiality regime created by the NDA.

1) Substantive Scope

The definition of what constitutes "confidential information" is, and the tension between breadth and precision in this definition is one of the most consequential drafting disputes parties encounter. While the disclosing party typically favors as expansive a definition as possible, courts across jurisdictions have repeatedly demonstrated that excessive breadth is a basis for unenforceability. A clearly defined scope ensures an NDA's enforceability, and using general terms like "proprietary information" is not specific enough and may not hold up in a legal setting; in one high-profile case, an agreement was held to be in breach of competition law and deemed unenforceable because its wording "went further than could reasonably be required."

2) Personal Scope

Central to understanding the scope of disclosure is the principle of purpose limitation, or also known as the idea that confidential information may only be used for the specific, pre-agreed purpose for which it was disclosed. This principle is recognized as fundamental in both international commercial practice and Indonesian law.

Under Indonesian law, this principle of purpose limitation is grounded in Article 4 of Law No. 30 of 2000, which provides that the owner of a trade secret has the right to use the trade secret themselves, to grant licenses to others, or to prohibit other parties from using the trade secret or disclosing it to third parties for commercial purposes. Shu University This statutory framework implies that any use of disclosed information beyond the permitted purpose, even if not formally "disclosed" to a third party could constitute actionable misappropriation of trade secret rights.

3) Personal Scope

The personal scope of disclosure refers to the range of individuals who may access confidential information within the receiving party's organization, and the conditions governing such access. In sophisticated NDA practice, this is governed by the "need to know" principle, the requirement that access to confidential information must be limited strictly to those individuals within the receiving party's sphere whose functions require them to engage with the disclosed material.

Where representatives receive access, the receiving party's liability for their conduct is not necessarily extinguished. In most situations, such disclosure to employees and other representative parties is permitted only to the extent that such parties need to know the information in connection with the purpose, are informed of its confidential nature, and are bound by confidentiality obligations no less protective than those in the NDA. In some circumstances, the

disclosing party may request that the receiving party be held legally responsible for any breach by any representatives who actually received confidential information, or that a representative's breach be treated the same as a breach by the receiving party itself.

4) Temporal Scope

The temporal scope of disclosure must address two distinct questions: (i) the period during which disclosures are permitted or expected to occur, and (ii) the period during which confidentiality obligations survive the termination or expiry of the NDA itself. These can be defined as the disclosure period, where information not disclosed during this period is not deemed confidential, and the term and conditions of confidentiality itself, measured in years, together with a description of the actions to be taken with confidential materials upon the agreement ending.

These two periods must be separately stipulated, and crucially, the period of the confidentiality obligation typically extends beyond the formal term of the NDA. Upon the termination of the NDA, standard practice requires the receiving party to either return or certify the destruction of all confidential materials. There will usually be an obligation to return confidential information, sometimes only upon receipt of written request, or to certify that all copies have been destroyed, sometimes in accordance with specific protocols such as those for truly deleting information from hard disks.

C. Exclusions from Confidentiality

No matter how broadly a confidentiality agreement defines protected information, its practical and legal legitimacy depends equally on what it excludes. The exclusions clause operates as the counterweight to the definition of confidential information, without it, an NDA risks becoming an instrument of overreach, binding the receiving party to conceal information that is not, in

any meaningful legal sense, truly confidential. Exclusions are therefore not concessions to the receiving party, rather they are structural necessities that preserve the enforceability of the agreement as a whole.

A critical and often under-appreciated aspect of exclusions clauses is that they function not merely as substantive exceptions but as evidentiary checklists, and the receiving party seeking to invoke an exclusion must ordinarily be able to prove its application. The best defense against assuming unnecessary confidentiality obligations lies in the precision of the exclusions clause, and that many NDA templates may prove brittle under the right conditions, particularly in complex commercial relationships where the scope of each party's confidential information is not as clear-cut as in simple preliminary discussions.¹²

The compelled disclosure exception, covering judicial orders, regulatory demands, and statutory obligations, warrants particular attention because it intersects with the receiving party's legal duties, not merely its contractual ones. An NDA cannot, as a matter of law, override a valid court order or statutory disclosure obligation. However, the exception does not grant the receiving party an unqualified license to disclose. Best practice requires the receiving party to notify the disclosing party promptly upon receipt of any compelled disclosure request, to cooperate in seeking a protective order where reasonable grounds exist, and to disclose only to the extent strictly required. An NDA should impose a duty on the receiving party to notify the disclosing party of the request for disclosure, if permitted. The receiving party should only be permitted to disclose such information to the extent specifically required under the applicable law or order, and should also be required to use commercially reasonable efforts to oppose such requests for disclosure where there are reasonable grounds for doing so.¹³

¹² Bloomberg Law, 'Confidentiality and Non-Disclosure Agreements Explained' (Bloomberg Law, 2024) <<https://pro.bloomberglaw.com/insights/contracts/confidentiality-and-non-disclosure-agreements-explained/#what-is>> accessed 16 March 2026.

¹³ Stanford University, 'Non-Disclosure Agreements (NDAs)' (SLAC Office of the General Counsel, 2024) <<https://legal.slac.stanford.edu/resources/nda>> accessed 16 March 2026.

III. Examples

Basic Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT (NDA)

This Nondisclosure Agreement or ("**Agreement**") has been entered into on the date of _____ and is by and between:

Party Disclosing Information: _____ with a mailing address of _____ ("**Disclosing Party**").

Party Receiving Information: _____ with a mailing address of _____ ("**Receiving Party**").

For the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information ("**Confidential Information**").

1. Definition of Confidential Information.

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. [cite: 10] [cite_start]If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. [cite: 11] [cite_start]If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide writing indicating that such oral communication constituted Confidential Information.

2. Exclusions from Confidential Information.

Receiving Party's obligations under this Agreement do not extend to information that is:

- (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party;
- (b) discovered or created by the Receiving Party before disclosure by Disclosing Party;
- (c) earned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or
- (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party.

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at

least as protective as those in this Agreement. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Time Periods.

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships.

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. Severability.

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. Integration.

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. [cite: 26] [cite_start]This Agreement may not be amended except in writing signed by both parties.

8. Waiver.

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

9. Notice of Immunity.

Employee is provided notice that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

This Agreement and each party's obligations shall be binding on the representatives,

assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

DISCLOSING PARTY

Signature: _____

Typed or Printed Name: _____

Date: _____

DISCLOSING PARTY

Signature: _____

Typed or Printed Name: _____

Date: _____

***PERJANJIAN KERAHASIAAN
(NON-DISCLOSURE AGREEMENT)***

Sehubungan dengan keterlibatan *Pihak Ketiga* dalam kegiatan pengembangan dan pengelolaan sistem teknologi informasi di lingkungan **PT. Nusantara Digital Inovasi**, dan dalam rangka melindungi data serta informasi yang bersifat rahasia milik perusahaan, maka perlu dibuat Perjanjian Kerahasiaan Data dan Informasi.

Perjanjian Kerahasiaan (*Non-Disclosure Agreement*) ini (untuk selanjutnya disebut "Perjanjian") dibuat dan ditandatangani pada tanggal bulan tahun oleh *...(nama yang bersangkutan)...*, berdomisili di *...(alamat sesuai KTP)...* dengan tanda pengenal bernomor *...(nomor KTP/Paspor)...*, merupakan Karyawan/Mitra/Konsultan di *...(nama instansi/perusahaan)...* (untuk selanjutnya disebut "Pihak Ketiga").

Pihak Ketiga berjanji dan menyatakan kesediaan untuk membuat dan menandatangani Perjanjian ini sesuai dengan syarat dan ketentuan sebagaimana diatur di bawah ini.

1) Definisi

- a. Terkait **Peraturan**, bahwa Pihak Ketiga mengetahui, memahami, dan mematuhi segala peraturan yang berlaku di lingkungan kerja **PT.**

Nusantara Digital Inovasi, termasuk prosedur operasional standar, kode etik perusahaan, serta hak dan kewajiban masing-masing pihak.

- b. Terkait **Data dan Informasi Terbatas dan/atau Rahasia**, Pihak Ketiga mengerti bahwa selama masa keterlibatannya akan atau telah mendapatkan akses atas **Data dan Informasi Terbatas dan/atau Rahasia**, sehingga Pihak Ketiga wajib menjaga kerahasiaan informasi tersebut sepenuhnya.
- c. Terkait **Sistem dan Infrastruktur**, bahwa Pihak Ketiga memahami bahwa seluruh sistem, perangkat lunak, basis data, dan infrastruktur teknologi yang digunakan atau diakses selama masa keterlibatannya adalah aset milik **PT. Nusantara Digital Inovasi** dan wajib diperlakukan dengan kerahasiaan penuh.

2) Kerahasiaan

- a. **Data dan Informasi Terbatas dan/atau Rahasia** mencakup, namun tidak terbatas pada, pengetahuan teknis, kode sumber (*source code*), arsitektur sistem, data pelanggan, strategi bisnis, dan seluruh informasi yang dikategorikan bersifat **Rahasia**.
- b. **Data dan Informasi Terbatas dan/atau Rahasia** dapat berbentuk, namun tidak terbatas pada, tulisan dan/atau lisan, gambar, laporan, catatan, rekaman, *removable media*, *softcopy*, *software*, basis data elektronik, dan bentuk lainnya.
- c. **Data dan Informasi Terbatas dan/atau Rahasia** adalah sepenuhnya milik **PT. Nusantara Digital Inovasi** dan tidak dapat diklaim, dipindahtangankan, atau digunakan di luar kepentingan perusahaan tanpa persetujuan tertulis.
- d. Pihak Ketiga mengerti dan bersedia mengikatkan diri secara hukum bahwa selama berstatus dan/atau setelah tidak berstatus sebagai Karyawan/Mitra/Konsultan, maka Pihak Ketiga tidak akan, tanpa

persetujuan tertulis terlebih dahulu dari **PT. Nusantara Digital Inovasi**, baik secara langsung atau tidak langsung, lisan ataupun tertulis:

1. Menyimpan, membeberkan, melaporkan, menyebarluaskan, mengalihkan, membocorkan, dan/atau melakukan publikasi dengan cara apapun atas setiap **Data dan Informasi Terbatas dan/atau Rahasia** kepada pihak manapun di luar lingkup yang telah diizinkan.
 2. Menggunakan **Data dan Informasi Terbatas dan/atau Rahasia** untuk tujuan apapun dan dengan cara apapun yang dapat merugikan **PT. Nusantara Digital Inovasi** dan/atau tidak sejalan dengan kebijakan perusahaan.
 3. Mereproduksi, menyalin, atau mendistribusikan **Data dan Informasi Terbatas dan/atau Rahasia** dalam bentuk apapun tanpa otorisasi resmi dari pihak yang berwenang di **PT. Nusantara Digital Inovasi**.
- e. Pihak Ketiga berusaha menjaga kerahasiaan dan mencegah adanya pengungkapan yang tidak tepat atau penggunaan yang tidak sah atas **Data dan Informasi Terbatas dan/atau Rahasia**, serta membatasi akses hanya bagi pihak yang memiliki kepentingan sah dan otorisasi yang diperlukan.
- f. Pihak Ketiga tunduk dan mematuhi syarat dan ketentuan sebagaimana dimaksud dalam Perjanjian ini serta bertanggung jawab penuh atas setiap kelalaian atau pelanggaran yang dilakukan berdasarkan Perjanjian ini.

3) Pengungkapan

Dalam hal atas perintah pengadilan Pihak Ketiga diminta untuk memberikan Informasi Rahasia, maka Pihak Ketiga wajib segera berkoordinasi dengan **PT. Nusantara Digital Inovasi** sebelum memberikan informasi yang diminta, guna memberikan kesempatan kepada perusahaan untuk menempuh jalur hukum yang diperlukan.

4) Pengembalian Data

Segera setelah berakhirnya hubungan kerja atau keterlibatan Pihak Ketiga dengan **PT. Nusantara Digital Inovasi**, atau berdasarkan permintaan tertulis dari perusahaan kapan pun, Pihak Ketiga wajib segera mengembalikan dan/atau menghapus seluruh dokumen, berkas elektronik, salinan, dan materi lainnya yang berisi **Data dan Informasi Terbatas dan/atau Rahasia** yang berada dalam penguasaannya.

5) Pelanggaran

Pelanggaran yang dilakukan oleh Pihak Ketiga atas Perjanjian ini akan ditindak sesuai dengan ketentuan peraturan perundang-undangan yang berlaku di Republik Indonesia, termasuk namun tidak terbatas pada ketentuan dalam Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik (ITE) beserta perubahannya, serta ketentuan hukum perdata dan pidana lainnya yang relevan.

6) Penutup

Perjanjian ini baru berlaku efektif sejak ditandatangani secara tertulis oleh Pihak Ketiga dan berlaku selama masa hubungan kerja/kemitraan, serta tetap berlaku setelah berakhirnya hubungan tersebut selama informasi yang dimaksud masih bersifat rahasia.

Demikian Perjanjian ini dibuat dan ditandatangani pada tanggal bulan tahun oleh Pihak Ketiga.

Pihak Ketiga,

Nama :

Instansi/Perusaha :

an

Tanda Tangan :

Tanggal :

Trade Secret Non-Disclosure Agreement

TRADE SECRET NON-DISCLOSURE AGREEMENT

This Trade Secret Non-Disclosure Agreement, hereinafter known as this "Agreement", is created on the 20th day of March, 2026 by and between TechVision Labs, Inc., of 450 Innovation Drive, City of Austin, State of Texas, hereinafter known as "Releasor", and Marcus J. Thornton, of 88 Westfield Avenue, City of Houston, State of Texas, hereinafter the "Recipient", and collectively known as the "Parties".

WHEREAS, through this Agreement, the Releasor and the Recipient have entered into a relationship by which the Recipient may be exposed to certain Confidential Information of the Releasor, in which the Releasor has an interest in protecting.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the Parties hereto, the Releasor and the Recipient covenant and agree as follows:

I. TRADE SECRET.

"Trade Secret" means all information possessed by or developed for TechVision Labs, Inc. to which all of the following apply: (i) the information derives independent economic value from not being generally known and (ii) the Releasor takes reasonable precautions to prevent such information from being disclosed and released to the public. This includes, but is not limited to, proprietary artificial intelligence algorithms, source code, hardware schematics, and any unreleased product roadmaps.

Throughout the duration of this Agreement and the Recipient's business relationship with the Releasor, and at any time after the termination of such relationship, the Recipient shall do what is reasonably necessary to prevent unauthorized disclosure of the Releasor's Trade Secrets. Furthermore, after the termination of any such relationship, the Recipient shall not use or disclose the Releasor's Trade Secrets as long as they remain Trade Secrets.

II. CONFIDENTIAL INFORMATION.

"Confidential Information" means information, to the extent it is not a Trade Secret, although possessed by TechVision Labs, Inc. and shared with the Recipient, including, but not limited to, business plans, strategies (existing or proposed), costs,

technical developments, financial or business projections, investments, marketing plans, training materials, customer and vendor lists, and any other information that holds proprietary value to the Releasor.

III. NON-DISCLOSURE.

Except as required to further the relationship between the Releasor and the Recipient, or as expressly authorized in writing on behalf of the Releasor, the Recipient shall not disclose, directly or indirectly, any Confidential Information during the period of their relationship with TechVision Labs, Inc. or at any time after the termination of such relationship. This obligation shall remain in full force and effect indefinitely with respect to Trade Secrets, and for a period of five (5) years from the date of termination with respect to all other Confidential Information.

IV. EXCEPTIONS.

The provisions of this Agreement will not be deemed to prohibit any disclosure that is required by law or court order; however, the Recipient agrees to provide TechVision Labs, Inc. with reasonable prior written notice and an opportunity to contest or minimize such disclosure.

In addition, the Recipient may disclose Confidential Information or Trade Secrets at any time conditional upon receiving a prior written release from this Agreement signed by an authorized representative of the Releasor.

V. RETURN OF INFORMATION.

Immediately upon termination of the relationship between TechVision Labs, Inc. and the Recipient, or upon the Releasor's written request at any time, the Recipient shall promptly return to the Releasor all documents, materials, electronic files, and other tangible items related to the Confidential Information or Trade Secrets which are in the Recipient's possession, custody, or control — including all copies thereof.

VI. ACKNOWLEDGMENTS.

The Recipient acknowledges that: (i) this Agreement has been specifically bargained between the Parties and reviewed by the Recipient; (ii) the Recipient has had an opportunity to obtain legal counsel to review this Agreement; (iii) the covenants made by and duties imposed upon the Recipient hereby are fair, reasonable, and minimally necessary to protect the legitimate business interests of TechVision Labs, Inc.; (iv) such covenants and duties will not place an undue burden upon the Recipient's livelihood in the event of termination of the Recipient's business relationship with the Releasor; and (v) any breach of this Agreement will cause substantial and irreparable harm to the Releasor for which money damages would be an inadequate remedy, and the Releasor shall be entitled to seek equitable relief including injunction and specific performance.

VII. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict-of-law provisions. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Travis County, Texas.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Releasor's Signature: _____ Date: March 20, 2023

Print Name: Sarah L. Mitchell, CEO, TechVision Labs, Inc.

Recipient's Signature: _____ Date: March 20, 2023

Print Name: Marcus J. Thornton

Unilateral Non-Disclosure Agreement

UNILATERAL NON-DISCLOSURE AGREEMENT

(PERJANJIAN KERAHASIAAN SEPIHAK)

This Unilateral Non-Disclosure Agreement, known as the "*Perjanjian*" or "Agreement", is made on this 20th day of October, 2025, by and between **PT. Garuda Teknologi Nusantara**, of Jl. Gatot Subroto Kav. 51, City of Jakarta, Province of DKI Jakarta, Republic of Indonesia, hereinafter known as the "*Perusahaan*" or "Company", and **Mr. Rizky Firmansyah Hakim**, of Jl. Merdeka Barat No. 12, City of Bandung, Province of Jawa Barat, Republic of Indonesia, hereinafter known as the "*Penerima*" or "Recipient", and collectively known as the "*Para Pihak*" or "Parties".

1. Definition of Confidentiality (*Definisi Kerahasiaan*). As used in this Agreement, "Confidential Information" (*Informasi Rahasia*) refers to any information which has commercial value and is either (i) technical information, including patent (*hak paten*), copyright (*hak cipta*), trade secret (*rahasia dagang*) and other proprietary information, techniques, sketches, drawings, models, inventions (*invenisi*), know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of the Company; or (ii) non-technical information relating to the Company's products including, without limitation, pricing, margins,

merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers (*pelanggan*), customer lists, purchasing data, sales and marketing plans, future business plans (*rencana bisnis*), and any other information which is proprietary and confidential to the Company.

2. Nondisclosure and Nonuse Obligations (*Kewajiban Tidak Mengungkapkan dan Tidak Menggunakan*). The Recipient (*Penerima*) will maintain in confidence and will not disclose, disseminate, or use any Confidential Information belonging to the Company, whether or not in written form. The Recipient agrees to treat all Confidential Information of the Company with at least the same degree of care as the Recipient accords its own Confidential Information. The Recipient further represents that it exercises at least reasonable care to protect its own Confidential Information. In the event the Recipient is not an individual, the Recipient agrees to disclose Confidential Information only to those employees who need to know such information (*berdasarkan kebutuhan*), and certifies that such employees have previously signed a copy of this Agreement.

3. Survival (*Kelangsungan Berlakunya Perjanjian*). This Agreement shall govern all communications between the Parties (*Para Pihak*). The Recipient understands that its obligations under Clause 2 ("Nondisclosure and Nonuse Obligations") shall survive the termination (*pengakhiran*) of any other relationship between the Parties. Upon termination of any relationship between the Parties, the Recipient will promptly return to the Company, without retaining any copies, all documents and other materials furnished to the Recipient by the Company, including but not limited to all forms of digital and physical records (*dokumen fisik maupun digital*).

4. Governing Law (*Hukum yang Berlaku*). This Agreement shall be governed by and construed in accordance with the laws of the Republic of Indonesia (*hukum Republik Indonesia*), including but not limited to Law No. 30 of 2000 on Trade Secrets (*Undang-Undang Nomor 30 Tahun 2000 tentang Rahasia Dagang*) and Law No. 11 of 2008 on Electronic Information and Transactions (*Undang-Undang Nomor 11 Tahun 2008 tentang Informasi dan Transaksi Elektronik*). Any dispute arising from this Agreement shall be subject to the exclusive jurisdiction of the District Court of South Jakarta (*Pengadilan Negeri Jakarta Selatan*).

5. Injunctive Relief (*Upaya Hukum Sementara*). A breach (*pelanggaran*) of any of the promises or agreements contained herein will result in irreparable and continuing damage to the Company for which there will be no adequate remedy at law. The Company shall therefore be entitled to seek injunctive relief (*perintah pengadilan*) and/or a decree for specific performance (*pelaksanaan perjanjian secara paksa*), and such other relief as may be proper, including monetary damages (*ganti rugi*) if appropriate.

6. Severability (*Keterpisahan Ketentuan*). The provisions of this Agreement are independent of and separable from each other. No provision shall be affected or rendered invalid or unenforceable by virtue of the fact that, for any reason, any other provision may be invalid or unenforceable in whole or in part. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely reflects the original intent of the Parties (*Para Pihak*).

7. Entire Agreement (*Keseluruhan Perjanjian*). This Agreement constitutes the entire agreement (*perjanjian menyeluruh*) with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be amended (*diubah*) by mutual written agreement (*kesepakatan tertulis bersama*) of authorized representatives of the Parties.

IN WITNESS WHEREOF (*Sebagai Bukti Persetujuan*), the Parties have duly executed this Agreement as of the date first written above.

Company Representative's Signature / Tanda Tangan Wakil Perusahaan:

_____ Date: 20 October 2025
Print Name / *Nama Terang*: Budi Santoso, S.H., Director of Legal Affairs – PT. Garuda Teknologi Nusantara

Recipient's Signature / Tanda Tangan Penerima:

_____ Date: 20 October 2025
Print Name / *Nama Terang*: Rizky Firmansyah Hakim

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**NATIONAL CHAPTER
INDONESIA**

NATIONAL BOARD 2025-2026