

NON-COMPETE AND NON-DISCLOSURE AGREEMENT

Parties: _____

Recitals:

WHEREAS, the Disclosing Party possesses valuable confidential information and trade secrets; WHEREAS, the Receiving Party desires to obtain and use such confidential information solely for the purpose of evaluating a potential business relationship or employment; WHEREAS, the Receiving Party acknowledges the proprietary nature of such information and agrees to be bound by the terms of this Agreement;

1. Definition of Confidential Information

“Confidential Information” means all non-public information, whether oral or written, disclosed by the Disclosing Party to the Receiving Party, including but not limited to business plans, customer lists, financial information, trade secrets, technical data, inventions, processes, designs, drawings, and other proprietary information.

2. Non-Disclosure Obligations

The Receiving Party agrees to maintain the confidentiality of the Confidential Information and to use it solely for the Purpose. The Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party, except to employees or agents who have a strict need to know and who are bound by confidentiality obligations at least as restrictive as those herein.

3. Exclusions from Confidential Information

Confidential Information does not include information that: (i) is or becomes publicly available without breach of this Agreement; (ii) was known to the Receiving Party prior to disclosure by the Disclosing Party without restriction; (iii) is rightfully received from a third party without breach of any confidentiality obligation; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.

4. Non-Compete Covenant

The Receiving Party agrees that for a period of twelve (12) months following the termination of any business relationship or employment with the Disclosing Party, it shall not, directly or indirectly, engage in any business or activity competitive with the Disclosing Party within the United States, or solicit or hire any of the Disclosing Party’s employees or clients.

5. Term and Termination

This Agreement shall remain in effect until the Confidential Information no longer qualifies as confidential or until terminated by mutual written consent. The Receiving Party’s obligations with respect to Confidential Information shall survive termination of this Agreement for a period of five (5) years.

6. Return of Materials

Upon termination of discussions or upon request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information and certify such destruction in writing.

7. Remedies

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief and any other remedies available under law or equity, without the requirement of posting bond.

8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflicts of law principles. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located in _____ County, _____.

9. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect and the invalid provision shall be reformed to the extent permitted to reflect the original intent.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings. Any amendments must be in writing and signed by both parties.

11. No Waiver

No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver of such right.

12. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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