

# NON-COMPETE AND NON-DISCLOSURE AGREEMENT

Parties: \_\_\_\_\_

## Disclosing Party Information:

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone / Email: \_\_\_\_\_

## Receiving Party Information:

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone / Email: \_\_\_\_\_

## Recitals

WHEREAS, the Disclosing Party possesses certain confidential and proprietary information, and WHEREAS, the Receiving Party desires to receive and use such information under the terms set forth herein; NOW, THEREFORE, the parties agree as follows:

### 1 – Definition of Confidential Information

For purposes of this Agreement, “Confidential Information” means all written, electronic, or oral information disclosed by the Disclosing Party to the Receiving Party, including but not limited to trade secrets, business plans, customer lists, financial data, intellectual property, and other sensitive information.

### 2 – Non-Disclosure Obligations

The Receiving Party agrees to hold all Confidential Information in strict confidence and shall not disclose or use such information except as expressly authorized by the Disclosing Party in writing. The Receiving Party shall take all reasonable measures to protect the confidentiality of the information.

### 3 – Exclusions from Confidential Information

Confidential Information does not include information that (a) is or becomes generally known to the public through no fault of the Receiving Party; (b) was in the Receiving Party’s possession prior to disclosure; (c) is rightfully received from a third party without restriction; or (d) is independently developed without use of the Confidential Information.

### 4 – Non-Compete Covenant

For the duration of this Agreement and for a period of two (2) years thereafter, the Receiving Party agrees not to engage, directly or indirectly, in any business or activity that competes with the Disclosing Party within the geographical area where the Disclosing Party operates, without prior written consent.

### 5 – Term and Termination

This Agreement shall commence upon execution and continue indefinitely with respect to nondisclosure obligations. The non-compete obligations shall survive for a period of two (2) years after termination or expiration of this Agreement.

### 6 – Return of Materials

Upon termination or at the Disclosing Party’s request, the Receiving Party shall promptly return or destroy all materials containing Confidential Information, including all copies thereof.

## **7 – Remedies**

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party, and that monetary damages may be insufficient. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief and any other remedies available at law or equity.

## **8 – No License or Ownership Rights**

Nothing in this Agreement grants the Receiving Party any rights, by license or otherwise, to use any Confidential Information except as expressly provided.

## **9 – Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

## **10 – 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 replaced with a valid provision reflecting the parties' intent as closely as possible.

## **11 – Entire Agreement**

This Agreement constitutes the entire understanding between the parties regarding the subject matter and supersedes all prior agreements, understandings, and communications, whether written or oral.

## **12 – Amendments and Waivers**

Any amendment or waiver of any provision must be in writing and signed by both parties. Failure to enforce any provision shall not constitute a waiver of future enforcement.

## **13 – Assignment**

Neither party may assign this Agreement or any rights or obligations without the prior written consent of the other party.

## **14 – No Employment or Agency Relationship**

Nothing in this Agreement creates any employment, partnership, joint venture, or agency relationship between the parties.

## **15 – Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and electronic signatures shall be deemed valid and binding.

## **16 – Notices**

All notices under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or electronic means with confirmation, to the addresses set forth above or such other address as either party may designate.

## **17 – Acknowledgment**

The Receiving Party acknowledges having read and understood this Agreement, and agrees to be bound by its terms.

**DISCLOSING PARTY SIGNATURE**

**RECEIVING PARTY SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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