

# Confidentiality and Non-Compete Agreement

This Confidentiality and Non-Compete Agreement ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**Disclosing Party:** \_\_\_\_\_

**Receiving Party:** \_\_\_\_\_

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed by the Disclosing Party to the Receiving Party that is not generally known to the public.

## 2. Obligation of Confidentiality

The Receiving Party agrees to maintain the confidentiality of the Confidential Information and to use it solely for the purpose permitted by the Disclosing Party. The Receiving Party will not disclose any Confidential Information to third parties without prior written consent.

## 3. Non-Compete Covenant

The Receiving Party agrees that, for a period of \_\_\_\_\_ [months/years] following the termination of this Agreement, they will not directly or indirectly engage in any business or employment that is in competition with the Disclosing Party within \_\_\_\_\_ [geographic area].

## 4. Exclusions

The obligations herein shall not apply to information that is already known by the Receiving Party, is publicly known, or is required to be disclosed by law.

## 5. Return of Property

All documents and other tangible materials containing or representing Confidential Information shall be returned to the Disclosing Party upon request.

## 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

## 7. Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject matter herein and supersedes all prior agreements, oral or written.

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Disclosing Party Signature

Date: \_\_\_\_\_

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Receiving Party Signature

Date: \_\_\_\_\_