

# Non-Compete and Non-Disclosure Agreement (NDA) Sample

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

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

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

## 1. Non-Disclosure Obligations

The Receiving Party agrees to retain in confidence all confidential and proprietary information disclosed by the Disclosing Party, including but not limited to trade secrets, business strategies, financial data, and other materials marked as confidential ("Confidential Information"). The Receiving Party shall not use or disclose such Confidential Information except as necessary to perform their work for the Disclosing Party.

## 2. Non-Compete Covenant

During the term of this Agreement and for a period of \_\_\_\_\_ months following termination of the relationship, the Receiving Party shall not, directly or indirectly, engage in, own, manage, operate, join, control, or participate in the ownership, management, operation, or control of, or be employed by, or provide services to, any business that is in competition with the Disclosing Party within \_\_\_\_\_ (geographic scope).

## 3. Exclusions

- Information in the public domain at the time of disclosure or which becomes publicly known other than through a breach of this Agreement.
- Information received from a third party who acquired it lawfully and without breach of this Agreement.
- Information independently developed by the Receiving Party without reference to or use of the Confidential Information.

## 4. Term

This Agreement shall remain in effect for a period of \_\_\_\_\_ years from the date first above written.

## 5. Governing Law

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

\_\_\_\_\_

Disclosing Party

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

\_\_\_\_\_

Receiving Party

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