

NON-DISCLOSURE & NON-COMPETE AGREEMENT (NDA/NCA)

This Agreement is made as of **[Date]**, between:

[Your Company Name], a business registered under the laws of **[Country/State]**, with its principal address at **[Address]** (hereinafter referred to as the "Company"),

AND

[Contractor Full Name], residing at **[Address]** (hereinafter referred to as the "Contractor").

1. Purpose

The Company engages the Contractor to provide services that may involve access to confidential information, trade secrets, and client relationships.

This Agreement ensures that such information is protected and that the Contractor does not compete unfairly with the Company.

2. Definition of Confidential Information

"Confidential Information" includes all non-public information disclosed to the Contractor, including but not limited to:

- Client identities, contacts, and project details
- Pricing structures and proposals
- Business strategies, processes, and systems ("secret sauce")
- Creative assets, concepts, and intellectual property
- Internal documents, communications, and workflows

Confidential Information applies whether shared verbally, written, or digitally.

3. Non-Disclosure Obligations

The Contractor agrees to:

- Keep all Confidential Information strictly confidential
- Not disclose, share, or distribute such information to any third party
- Use the information solely for the purpose of performing services for the Company

These obligations remain in effect during and after the engagement.

4. Non-Compete

During the term of engagement and for **[6–12 months]** after termination, the Contractor agrees not to:

- Offer similar or competing services to the Company's clients introduced during the engagement
- Engage in any business that directly competes with the Company using knowledge gained from the Company
- Replicate or exploit the Company's business model, processes, or proprietary methods for competitive advantage

Note: This clause is intended to be reasonable in scope, duration, and geography to remain enforceable.

5. Non-Solicitation

The Contractor agrees that during the term of this Agreement and for **[6–12 months]** after termination, they will not:

- Directly or indirectly solicit, contact, or engage the Company's clients
- Attempt to divert business opportunities away from the Company

- Induce any client to terminate or reduce their relationship with the Company

6. Ownership of Information

All Confidential Information and materials provided remain the exclusive property of the Company.

Upon request or termination, the Contractor must:

- Return or delete all confidential materials
- Cease all use of such information immediately

7. Breach and Remedies

The Contractor acknowledges that any breach of this Agreement may cause significant harm to the Company.

The Company shall be entitled to:

- Injunctive relief (to immediately stop the breach)
- Financial damages where applicable
- Any other remedies available under law

8. Independent Contractor Relationship

Nothing in this Agreement creates an employment, partnership, or joint venture relationship. The Contractor remains an independent contractor at all times.

9. Term

This Agreement becomes effective on the date above and continues:

- Throughout the engagement period

- Beyond termination for confidentiality and restrictive obligations as stated

10. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of **[Country/State]**.

11. Severability

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain valid and enforceable.

12. Entire Agreement

This document constitutes the full agreement regarding confidentiality and competition and supersedes prior discussions.

13. Signatures

For the Company:

Name: _____

Signature: _____

Date: _____

Contractor:

Name: _____

Signature: _____

Date: _____