**Noncompetition Nondisclosure Agreement**

**1. Identification of Employer and Subcontractor**

This agreement (the “Agreement”) is entered into by and between your company here (“Employer”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Subcontractor”).

**2. Employment Status**

In consideration of the commencement of the Subcontractor’s employment with Employer and the compensation that will be paid, Employee and Employer enter into this Agreement.

**3. Confidential Information**

In the performance of Subcontractor’s job duties with Employer, Subcontractor will be exposed to Employer’s Confidential Information. “Confidential Information” means information or material that is commercially valuable to Employer and not generally known in the industry. Subcontractor shall keep Confidential Information, whether or not prepared or developed by Subcontractor, in the strictest confidence. Subcontractor will not disclose such secrets to anyone outside Employer without Employer’s prior written consent. Nor will Subcontractor make use of any Confidential Information for Subcontractor’s own purposes or the benefit of anyone other than Employer.

However, Subcontractor shall have no obligation to treat as confidential any information which: (a) was in Subcontractor’s possession or known by Subcontractor, without an obligation to keep it confidential, before such information was disclosed to Subcontractor by Employer; (b) is or becomes public knowledge through a source other than Subcontractor and through no fault of Subcontractor; or (c) is or becomes lawfully available to Subcontractor from a source other than Employer.

**4. Noncompetition**

To protect the Confidential Information while Subcontractor is employed by Employer, and for two years thereafter, Subcontractor shall not:

* Plan for, acquire any financial interest in, or perform services for (as an employee, consultant, officer, director, independent contractor, principal, agent or otherwise) any business that would require Subcontractor to use or disclose any Confidential Information; or
* Perform services (as an employee, consultant, officer, director, independent contractor, principal, agent, subcontractor, or otherwise) that are similar to Subcontractor’s current duties or responsibilities for any person or entity that, during the term of this Agreement, engages in any business activity in which Employer is then engaged or proposes to be engaged and that conducts it business in the following territory: Hampton Roads, Virginia (Portsmouth, Virginia Beach, Chesapeake, Hampton, Newport News, Norfolk, and/or Suffolk).

**5. Non-solicitation**

While Subcontractor is employed by Employer, and for two years thereafter, Subcontractor shall not:

* Encourage any consultant, independent contractor, or any other person or entity to end their relationship or stop doing business with Employer, or help any person on entity do so or attempt to do so;
* Solicit or attempt to solicit or obtain business or trade any of Employer’s current or prospective customers or clients or help any person or entity do so or attempt to do so; or
* obtain or attempt to obtain any Confidential Information for any purpose whatsoever except as required by Employer to enable Subcontractor to perform his or her job duties.

**6. Confidential Information of Others**

Subcontractor will not disclose to Employer, use in Employer’s business, or cause Employer to use, any information or material that is a trade secret of others.

**7. Right to an Injunction**

A breach or threatened breach of this Agreement may result in irreparable harm such that money damages would be an inadequate remedy and extremely difficult to measure. In addition, the Employer shall be entitled to an injunction to restrain Subcontractor from such breach or threatened breach. Nothing in this Agreement shall be construed as preventing Employer from pursuing any remedy at law or equity for any breach or threatened breach.

**8. Survivability**

This Agreement will survive the termination, for any reason, of Subcontractor’s employment with Employer.

**9. Entire Agreement**

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreement between the parties, as well as any prior writings. This Agreement may not be amended except in a writing signed by both parties.

**10. Successors and Assignees**

This agreement binds and benefits the heirs, successors, and assignees of the parties.

**11. Waiver**

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

**12. Governing Law**

This agreement will be governed by and construed in accordance with the laws of the state of Virginia.

**13. Severability**

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

Subcontractor has carefully read and considered all clauses of this Agreement and agrees that all of the restrictions set forth are fair and reasonably required to protect Employer’s interests. Employer will provide Subcontractor with a copy of this agreement after it is signed by both parties.

Title: Subcontractor

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Name: (Your Company)

Title: (Your Title

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

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

*\*Note to purchaser*

*Change “subcontractor” anywhere in this document to “employee” if you will be hiring employees and not subcontractors.*