

NON-DISCLOSURE, INVENTION ASSIGNMENT, AND NON-COMPETE AGREEMENT

This Agreement is entered into as of [Date], by and between [Disclosing Party] and [Receiving Party].

1. Purpose. Receiving Party will have access to confidential and proprietary information relating to the design, development, architecture, firmware, hardware, software, networking systems, and intellectual property of the Project.

2. Confidential Information. Confidential Information includes all non-public technical, business, and proprietary information, whether disclosed orally, visually, electronically, or in writing, including but not limited to source code, firmware, schematics, system designs, protocols, trade secrets, documentation, and derivatives thereof.

3. Obligations. Receiving Party shall not disclose, copy, reverse engineer, or use Confidential Information except as strictly required for the Project. Reasonable industry-standard security practices must be used at all times.

4. Intellectual Property & Invention Assignment. All inventions, discoveries, developments, improvements, works of authorship, designs, and intellectual property conceived or reduced to practice during engagement with the Project, whether alone or jointly, shall be the exclusive property of the Disclosing Party. Receiving Party hereby irrevocably assigns all rights, title, and interest therein.

5. Moral Rights Waiver. Receiving Party waives all moral rights and similar rights to the extent permitted by law.

6. Non-Compete / Non-Circumvention. During the term of engagement and for [X] years thereafter, Receiving Party shall not directly or indirectly develop, assist, or participate in any competing technology, system, or derivative work that is substantially similar to the Project, nor solicit collaborators, partners, or clients related to the Project.

7. Return or Destruction. Upon termination or request, all Confidential Information shall be returned or permanently destroyed, including backups, with written certification upon request.

8. Remedies. Breach of this Agreement constitutes irreparable harm. Disclosing Party is entitled to injunctive relief, damages, attorneys' fees, and all available legal remedies.

9. Governing Law. This Agreement shall be governed by the laws of the State of [State].

10. Entire Agreement. This document constitutes the entire agreement and may only be amended in writing signed by both Parties.

11. Signatures.

Disclosing Party: _____ Date: _____

Receiving Party: _____ Date: _____