**NON-DISCLOSURE, NON-COMPETE**

**and NON-USE AGREEMENT**

This non-disclosure, non-compete and non-use agreement (the “**Agreement**”) is made and entered into on Insert Date (the “**Effective Date**”), by and between:

Insert first Party name, a (define the company) represented by its Managing Director insert name, having its principal place of business at insert office address.

(Hereinafter called the “**First Party**”)

**and**

Mr. insert name

Having elected domicile for the purpose of this Agreement at: XXX

(Hereinafter called the “**Second Party**”)

Each a “**Party**” and together the “**Parties**”

\*\*\* \*\*\* \*\*\*

**Recitals**:

Whereas:

1. The First Party is engaged in the business of xxxxxxxxxxxxxxxxxxx
2. The Second Party has been or will be engaged in the execution of consultancy assignment and/or assignments owned completely by the First Party, and in connection therewith will be given access to certain confidential and proprietary information, access to customer(s), and/or customer database.
3. The Parties may be willing to exchange certain Confidential Information (as defined below) and expressed their desire to enter into a confidentiality agreement with regard to the protection of confidential and proprietary information that may be disclosed or made available to the second party in connection with commercial and technical cooperation (the “**Purpose**”).
4. In order to pursue the Purpose, the Second Party recognizes that (i) there is a need for the First Party to disclose certain Confidential Information to be used only for the Purpose and a need for the First Party to protect its Confidential Information from unauthorized use and disclosure, and (ii) he shall be bound by non-compete obligations as per the terms of this Agreement.

Now therefore, in consideration of the foregoing and the mutual covenants set forth in this Agreement, the two Parties hereto agree as follows:

**Art.1 Recitals**

The here above preamble is to be considered an integral part of this Agreement.

**Art.2 Definitions**

***“Work Product”*** means work product resulting from or related to work or projects performed or to be performed for the First Party or for customer(s) of the First Party, of any type or form in any stage of actual or anticipated research and development;

***“Production Processes”*** means processes used in the creation, production, and manufacturing of the Work Product, including but not limited to formulas, patterns, molds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs;

***“Other Proprietary Data”*** means information relating to the First Party's proprietary rights including but not limited to the nature of the proprietary rights, production data, technical and engineering data, know-how, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing, and licensing proprietary rights (including patents, copyrights, and trade secrets);

***“Business Operations”*** means internal personnel and financial information, purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting the First Party's business;

***“Marketing and Development Operations”*** means marketing and development plans, methods of obtaining business, and future plans and potential strategies and market opportunities of the First Party which have been or are being discussed;

***“Customers”*** means names and customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, specifications of products and services purchased, leased, licensed, or received by customers of the First Party.

**Art.3 Confidential Information**

For the purposes of this Agreement, Confidential Informationshallmean any and all information in whatever form (written, oral or any other way) that is disclosed or provided by the First Party, its subsidiaries, associated and sister companies, or any company assisting the First Party under this Agreement regardless of whether it was provided before or after the Effective Date or how it was provided to the Second Party.

Confidential Information shall mean all data and information relating to the business and the management of the First Party, including proprietary, trade secret technology, accounting records, work data, customer data, concepts, proposals, business methods and ideas, know-how, tools, Work Product, Production Processes, Other Proprietary Data, Business Operations, Marketing and Development Operations, and Customers. Confidential Information also includes information which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential.

Both Parties hereby agree that Confidential Information may be transmitted by facsimile, internet, or other electronic means provided the Party transmitting the Confidential Information does not have reason to believe an attempt will be made to intercept such transmission. Each Party further agrees to use reasonable commercial efforts to ensure that the transmission of Confidential Information by facsimile, internet or other electronic means is secure and will not compromise the confidentiality of such information.

**Art.4 Limitations**

Confidential Information shall not include information that the Second Party can demonstrate:

1. is currently in the public domain or that enters the public domain subsequently to the Effective Date.
2. is received lawfully by the Second Party from a third party without restriction on disclosure and without breach of a non-disclosure obligation.
3. is independently developed by the Second Party without reliance on any Confidential Information from the First Party and without infringing this Agreement.

**Art.5 Obligations of the Second Party**

The Second Party hereby agrees to:

1. Keep Confidential Information in strict confidence and under conditions of secrecy and not to disclose to any third party or use any Confidential Information except when expressly permitted in writing by the First Party, specifically in all countries in which the First Party operates across the Middle East region including the Gulf Cooperation Council, the Levant, and North Africa, during the term of this Agreement and notwithstanding any expiration or termination thereof;
2. Take all serious measures to maintain the confidentiality of all Confidential Information of the First Party and its Customers in its possession or control. The Second Party may disclose the Confidential Information to its responsible employees and professional advisers with a bona fide need to know such Confidential Information, but only to the extent necessary to carry out the Purpose and only if such employees and professional advisers are advised of the confidential nature of such Confidential Information and the terms of this Agreement and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.
3. Avoid disclosure or use of the Confidential Information by any mean or medium, in particular social media including but not limited to personal messages on Facebook, tweets on Twitter, chats on internet forums that might be related to information regarding the First Party or to the Second Party’s participation in any of the First Party’s projects.
4. Inform the First Party immediately upon becoming aware of any actual or imminent unauthorized use or disclosure of Confidential Information and take all reasonable steps to assist in preventing or stopping such unauthorized use or disclosure.

**Art.6 Return of Confidential Information**

The Second Party shall keep track of all Confidential Information provided to it and the location of such information. The First Party may at any time request in writing the return of all materials containing Confidential Information from the Second Party. Upon the written request of the First Party or upon the expiration or termination of this Agreement, the Second Party shall:

* 1. Promptly return all materials containing Confidential Information to the First Party and will not retain any copies of such information; and
  2. Immediately destroy all materials containing Confidential Information including memoranda, notes, reports, copies, extracts, reproduction and other works based on or derived from the Second Party's review of the Confidential Information.

Upon request, the Second Party shall provide a certificate to the First Party that such materials have been destroyed or returned and that all copies of such Confidential Information are being returned to the First Party, or have been destroyed, as the case may be.

**Art.7 Non-Compete Clause**

For purposes of this clause, the non-compete activity covers:

1. First Party’s existing individual or corporate customer(s) or partner(s) with whom the First Party is currently undergoing a business transaction with or with whom the First Party has already undergone a business transaction with.
2. First Party’s potential individual or corporate customer(s) to whom the First Party has submitted a proposal of consulting services dating from the establishment of the First Party as a Company throughout the Second Party’s involvement in business transactions with the First Party.
3. First Party individual or corporate partner(s) and supplier(s) with whom the First Party has established a contractual agreement for joint business transactions of any type.
   1. The Second Party agrees not to directly or indirectly engage in any activity or provide services to any of the First Party’s customers, suppliers or partners introduced to the Second Party by the First Party during the term of this Agreement and for a period of twenty four (24) months from the date of expiration and/or termination of this Agreement. Any breach of this clause by the Second Party shall result in immediate termination of this Agreement at the Second Party’s responsibility and payment of the penalty referred to in article 15.
   2. The Second Party agrees not to directly or indirectly engage in any activity that is intended to circumvent the First Party’s business during the term of this Agreement and for a period of twenty four (24) months from the date of expiration and/or termination of this Agreement, in all countries in which the First Party operates across the Middle East region including the Gulf Cooperation Council, the Levant, and North Africa.
   3. The Second Party agrees not to accept a full-time or a part-time employment offer from, and/or enter in exclusive or non-exclusive agreement with, First Party’s existing customer(s), partner(s), or supplier(s), during the term of this Agreement and for a period of twenty four (24) months from the date of expiration and/or termination of this Agreement.
   4. The Second Party agrees not to directly or indirectly approach any other third party who has signed this Agreement or any other agreement with the First Party for the purposes of subcontracting for any form of business transaction, without the written authorization of the First Party. This restriction is applicable until the termination of this Agreement or any other agreement between the First Party and such third parties.

**Art.8 Term**

The term of this Agreement shall continue in full force and effect from the Effective Date until the termination of the business cooperation between the Parties. The obligations stated herein, including those related to the confidentiality and non-compete shall survive any termination or expiration of this Agreement.

**Art.9 Ownership and Title**

1. All rights, title and interest in and to the Confidential Information are and shall remain the exclusive property of the First Party and the Confidential Information shall be held in trust and confidence by the Second Party for the First Party.
2. Nothing contained in this Agreement shall be construed as granting the Second Party, either expressly or impliedly, any right, title, interest, or license relating to any Confidential Information of the First Party.

**Art.10 Governing Law and Jurisdiction**

1. This Agreement shall be constructed and interpreted in accordance with the laws of Lebanon.
2. Any dispute arising out from the construction, interpretation, and/or execution of this Agreement shall fall within the competent courts of Lebanon.
3. Notwithstanding the foregoing, nothing in this Article shall be construed to prevent the First Party as it deem necessary from seeking injunctive, interim, conservatory or other relief or remedies in any court or tribunal outside Lebanon to enforce any of the provisions of this Agreement.

**Art.11 Assignment**

This Agreement is signed intuit personae with the Second Party who may therefore not assign or otherwise transfer rights and obligations under this Agreement to any third party without prior written consent of the First Party. The First Party shall be free to transfer part or all of its rights under this Agreement to any subsidiary, affiliate or sister company.

**Art.12 Waiver**

No provision of this Agreement shall be deemed waived by either Party unless such waiver is reduced to writing and is signed by the Party against whom such waiver is sought to be enforced. Any waiver of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any right under this Agreement.

**Art. 13 Language**

This Agreement is made in English language. The English version shall prevail in the event of a conflict between the English version and any other version (if any).

**Art.14 Amendments**

This Agreement may be amended only by a written instrument duly signed by the Parties.

**Art.15 Notices**

Any notice, demands or other communication given pursuant to this Agreement shall be in writing and shall be delivered by hand or by courier with acknowledgement of receipt or sent by registered mail or faxed or sent by e-mail to the addresses here below:

* If to First Party:

|  |  |
| --- | --- |
| Name: | XXX |
| Address: | XXX |
| Phone: | XXX |
| Fax: | XXX |
| E-mail: | XXX |

* If to Second Party:

|  |  |
| --- | --- |
| Name: | XXX |
| Address: | XXX |
| Phone: | XXX |
| Fax: | XXX |
| E-mail: | XXX |

**Art.13 Severability**

If any provision or part of this Agreement is determined to be invalid or unenforceable by a court or other legal authority of competent jurisdiction, such judgment shall not affect the remainder.

**Art.14 Entire Agreement**

This Agreement supersedes any and all prior oral or written agreements, arrangements, understanding, promises, and assurances relating to the subject hereof.

**Art.15 Injunctive Relief**

The Second Party acknowledges that any breach of its confidentiality or non-compete obligations will cause the First Party irreparable damage. Accordingly, the First Party shall have the right to obtain an immediate injunction against any breach or threatened breach of this Agreement, and to claim such damages as are occasioned by such unauthorized use or disclosure or competitive action, as well as the right to pursue any and all other rights and remedies available at law for such a breach.

**Art.16 Termination**

This Agreement may be terminated by either parties after a notice period of 14 calendar days.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date first above written, in two original copies, one copy for each Party.

|  |  |
| --- | --- |
| FIRST PARTY | SECOND PARTY |
| **xxxxxxxxxx** | **xxxxxxxxxx** |
| **Name and Title: xxxxxxxxxx**  **Signature:** | **Name: xxxxxxxxxx**  **Signature:** |