

This **VENDOR NON-COMPETE AGREEMENT** herein referred to as the Agreement, is duly entered into by the undersigned parties to embody their agreed rules and procedures with regard to the use and management of confidential information and provide protection to the undersigned parties’ right against unfair competition.

This is entered into by the undersigned parties this [DATE OF EXECUTION] and will be made effective on [DATE OF EFFECTIVITY]. The undersigned parties are as follows:

**[VENDOR NAME]**, a domestic corporation duly incorporated under the laws of [STATE OF INCORPORATION] and is principally doing business in [PRINCIPAL PLACE OF BUSINESS];

AND

**[COMPANY NAME]**, a domestic corporation duly incorporated under the laws of [STATE OF INCORPORATION] and is principally doing business in [PRINCIPAL PLACE OF BUSINESS];

1. **CONFIDENTIALITY**

Subject to the terms and conditions of this Agreement, the term confidential information shall refer to any data, record, or information which must be consistently kept from the general society. The parties understand and comprehend that in the course of the implementation of their [PRIMARY CONTRACT ENTERED INTO (ex. Product Supply Agreement)], the undersigned Vendor may be exposed to some of the Company’s confidential records.

The undersigned Vendor is not permitted to use, unveil, sell, and share the undersigned Company’s confidential records and data to third persons or entities who are not bound by this Agreement and without the expressed approval and authority from the Company.

In the event that the undersigned Vendor violates or in any way disregards the preceding rule on confidentiality, the undersigned Company may demand from the former to pay [AMOUNT] as a form of penalty. This is without prejudice to the right of the Company to initiate other available legal remedies under the law.

1. **NON COMPETITION**

The undersigned Vendor manifests its commitment to enter into a business engagement with the undersigned Company, wherein the former shall provide and sell to the latter raw materials for the former’s manufacturing business.

In the course of the implementation and operation of this Agreement, the undersigned Vendor is strictly prohibited in any way from engaging, representing, or attempting to work with other companies or business structures that are direct competitors of the Company. Furthermore, the undersigned Vendor is bound to comply with the following:

1. **MISCELLANEOUS PROVISIONS**

**SEVERABILITY**

In order for the undersigned parties to uphold their common interests in this Agreement, it shall be noted that if any part or section of this Agreement is pronounced invalid and unenforceable by any court of law, the legitimacy of the rest of the arrangements shall still apply.

**WHOLE AGREEMENT**

This NON-DISCLOSURE AND NON-COMPETE AGREEMENT is considered as the complete and entire authority governing the relationship of the parties. This Agreement will be interpreted in such a way that it will acknowledge and maintain the aim of the undersigned parties. All earlier understandings entered into by the undersigned parties which contradict the terms and conditions of this Agreement shall be regarded as changed, canceled, and superseded.

**NOTICE**

Throughout executing this Agreement, the undersigned parties may be required or ordered to give a notice. The concurred necessities and conditions for a legitimate notice are the following:

1. The notice must be shown in a written document following this format [SPECIFY FORMAT/CONTENTS].
2. The party who is obliged to tender a notice to the other party must observe the significant periods in order for the notice to be valid.
3. [SPECIFY OTHER CONDITIONS]

**GOVERNING LAW**

The terms, conditions, and general articulations provided in this Agreement shall be governed by [GOVERNING LAW].

**INDEPENDENT CONTRACTOR**

The Vendor expressly considers itself to have the status of an “independent contractor”. Thus, this Agreement does not operate to vest upon the parties an employer-employee relationship. The relationship between the Company and the Vendor is purely contractual in nature.

**REVISIONS**

The terms, conditions, and expressions embedded in this Agreement shall be deemed conclusive and binding between the parties. However, any of the undersigned may initiate an action to amend some of the terms provided that such action shall be commenced within [PERIOD] once the consent and approval of the other party are secured. The amendment must be expressed and manifested in a written document.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this [DATE OF EXECUTION] at [PLACE OF EXECUTION] and affixed their respective signatures.

**VENDOR:**

AUTHORIZED REPRESENTATIVE

[PRINTED NAME AND SIGNATURE]

[COMPLETE ADDRESS]

LEGAL COUNSEL

[PRINTED NAME AND SIGNATURE]

[COMPLETE ADDRESS]

**COMPANY:**

AUTHORIZED REPRESENTATIVE

[PRINTED NAME AND SIGNATURE]

[COMPLETE ADDRESS]

LEGAL COUNSEL

[PRINTED NAME AND SIGNATURE]

[COMPLETE ADDRESS]