



NON-COMPETITION AND NONDISCLOSURE AGREEMENT CHECKLIST

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(Please note that the following document is only a portion of a form we use to assist our clients in drafting an appropriate nondisclosure agreement. The usefulness of the form and the agreement will vary from jurisdiction to jurisdiction, and from one set of factual circumstances to another.)

1. What level of non-compete language do you desire?
 - Low Level (Employee is allowed to perform services in the same industry during employment, as long as Employer gives prior written consent)
 - Medium Level (Employee not allowed to perform services in the same industry during employment);
 - High Level (Employee not allowed to perform services in the same industry during employment, and for a certain time after employment ends in a clearly defined regional area)

2. If you chose High Level, please select a time frame after termination of employment in which the former Member would be restricted. Please note that we do not recommend periods over 3 years based on likelihood to be scrutinized and perhaps altered by courts.
 - 6 months
 - 1 year
 - 2 years
 - 3 years

3. If you chose High Level, please specify a geographic region in which the employee would be restricted. Please note that the region must be reasonably related to the business (ex. within 50 miles of the current principal office of the Employer, or within Jefferson County, Kentucky). Cross country or multi-state restrictions (i.e. the continental US, Kentucky, Indiana and Ohio) are highly scrutinized by courts, and not recommended unless they serve a bona fide, demonstrable business interest for an existing market, or reasonably foreseeable expansion of it.

Geographic region or territory is best described as: _____

4. If you chose High Level, please give a specific description of your business. This wording will be used in the Agreement to detail exactly what your company is engaged in, thereby specifying what you feel the Employee should not be involved in during the term of the non-compete. It is extremely important to give a carefully worded, detailed description of all current services, goods, etc., along with anything that you reasonably foresee your company's entrance into in the near future.

5. Do you want the non-compete to include a provision in which the Employee, during the time period chosen in section 2, is prohibited from soliciting other employees from leaving their employment with your company?

- Yes
- No

6. Do you want to include a non-disclosure provision in which the Employee, during the term of employment and for an indefinite period thereafter, is prohibited from using your Confidential Information for his or her personal benefit or disclosing such to any third parties. For purposes of this provision, Confidential Information would include, but not be limited to, technical or business information, designs, plans, drawings, software, data, and prototypes, procedures, business and financial plans, operations and processes, projections, results, prospects, sales and inventory reports, customer, employee, stockholder, client and supplier information or lists, research and other business and/or technical information, trade secrets, etc.

- Yes
- No

~~Upon completion of this checklist, please sign where indicated below, and return the original to our offices. Upon receipt, we will prepare the draft of a Non-Competition Agreement for your review, according to the selections you have made herein. If you have any questions, please feel free to contact us:~~

Date: _____

BY:
Title: