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## 17. Non-compete Disclosure Agreement

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I, [vendor/partner name], hereby acknowledge and agree as follows:

1. All time and materials used towards the production and creation of work for [designer inc] are the sole property of [designer inc]. This includes any and all work done to complete work for clients and [designer inc] itself, such as programming code, original artwork, illustration, photography, copywriting, computer files, company records, client information, etc. These are the property of [designer inc] and as such, are to remain at [designer inc]'s place of business. Any work created solely for a client cannot be used for freelance work outside of [designer inc], nor can it be modified and reused for such work.
2. All work done for a client must remain on our server in electronic form or in the corresponding job docket. This includes all concepts and artwork rejected by the client or otherwise unused. For the purposes of this instrument "Business" means the design, marketing and communication, and also includes the solicitation of and the sale to the present customers of [designer inc] of any products made or sold by [designer inc] at the date hereof.
3. I acknowledge that [designer inc] is engaged in the business of design, marketing and communication and that I have had access to and have been entrusted with confidential information and trade secrets relating to the business of [designer inc] and its clients and that the disclosure of any such confidential information or trade secrets to competitors of [designer inc] or its clients or others would be highly detrimental to the Business of [designer inc] and its clients. I agree to maintain the confidentiality of such information and trade secrets and to preserve the goodwill of [designer inc] and I acknowledge the confidential information constitutes proprietary rights which [designer inc] is entitled to protect. Accordingly, I covenant and agree with [designer inc] that I will not disclose any confidential or trade secrets of [designer inc] or any of its clients to any other person, nor will the undersigned use the same for any purpose, any information relating to the Business and affairs of [designer inc] or any of its clients. For the purposes hereof "confidential information" and "trade secrets" shall include all information and secrets that are not a matter of public record.
4. I covenant and agree that I shall not either during the term of my contract and association with [designer inc] or for a period of one (1) year after the date of termination of such association or contract with [designer inc] (a) approach, solicit or contact any other employee of [designer inc] for the purpose of interfering with the employment arrangement between such employee and [designer inc]; or (b) by letters, circulars, advertisements, telephone or personal contact or in any other manner whatsoever, canvass, solicit, sell, attempt to sell or deal with any clients of [designer inc]. I shall not perform the above actions either individually or in partnership or in conjunction with any person, firm, association, syndicate, company or corporation, as principal, agent, director, officer, employee, investor, shareholder or in any other manner whatsoever, directly or indirectly.
5. As used herein "clients" means those persons, firms, companies or other entities to whom [designer inc] has sold or performed services during the 12 month period prior to the date of execution of this Agreement and "suppliers" shall mean those persons, firms, corporations or other entities from whom [designer inc] received goods or services during the 12 month period prior to execution of this Agreement.
6. Law and Survival: This instrument shall be construed in accordance with the laws of the Province of Ontario. This instrument extends to and enures to the benefit of the successors and assigns of [designer inc] and is binding upon the undersigned and the successors and assigns of the undersigned.

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Agreed and approved  
[client ltd]

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Date

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