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NON-DISPARAGEMENT AGREEMENT

1. Introduction & Agreement Overview

This **Non-Disparagement Agreement** ("Agreement") is made and entered into as of **[Date]**, by and between:

- **Company/Employer: [Company Name]**, a legally registered entity under the laws of **[Jurisdiction]**, with its principal place of business at **[Company Address]**, hereinafter referred to as the "Company" or "Employer."
- **Employee/Receiving Party: [Employee Name]**, an individual residing at **[Employee Address]**, holding **[Employee's Nationality]** citizenship and identification number **[ID/Passport Number]**, hereinafter referred to as the "Employee" or "Receiving Party."

This Agreement establishes **the Employee's obligation to refrain from making negative, false, or defamatory statements** about the Employer, its employees, officers, directors, or affiliates during and after their employment or contractual engagement.

2. RECITALS

WHEREAS, the Employer has a reputation for professionalism, ethical business practices, and high standards of workplace conduct;

WHEREAS, the Employee, in the course of their employment or engagement, has acquired **insider knowledge about the Employer's business, operations, leadership, and internal affairs**;

WHEREAS, the Employer wishes to protect its **brand, goodwill, and reputation** from false, misleading, or disparaging statements that could cause harm;

WHEREAS, the Employee acknowledges that any **public or private negative remarks** about the Employer, its executives, or associated individuals could result in **damage to the Employer's professional standing, client relationships, or business operations**;

WHEREAS, both parties recognize that a **mutual non-disparagement obligation** is reasonable, enforceable, and essential for maintaining positive professional relationships;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, and intending to be legally bound, the parties agree as follows:

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CLAUSE 3: DEFINITIONS AND SCOPE OF NON-DISPARAGEMENT

3.1 Definitions

For the purposes of this Agreement, the following definitions apply:

1. **"Non-Disparagement"** – The restriction placed on the Employee from making **any statements, written or oral, that are false, misleading, derogatory, or damaging** to the Employer, its executives, employees, products, services, or business reputation.
2. **"Disparaging Statement"** – Any communication, comment, or action that is intended to:
    - Harm or damage the Employer's **reputation, goodwill, credibility, or professional standing**.
    - Mislead, defame, or create negative public perception of the Employer.
    - Undermine the Employer's business relationships, customer trust, or employee morale.
3. **"Public Forum"** – Any **platform, media, or method of communication** where statements can be heard, read, or shared publicly, including but not limited to:
    - Social media (Facebook, Twitter, LinkedIn, Instagram, etc.).
    - Blogs, forums, podcasts, or public reviews (e.g., Glassdoor, Indeed).
    - Press releases, interviews, or any media publication.
    - Direct verbal or written communications with **clients, vendors, or employees**.
4. **"Confidential Information"** – Any **non-public, proprietary, or sensitive business details** protected under confidentiality agreements, including but not limited to trade secrets, business strategies, internal policies, and financial data.
5. **"Competing Business"** – Any individual, entity, or organization that operates in the same industry as the Employer and could benefit from **negative or disparaging statements** against the Employer.

3.2 Scope of Non-Disparagement Obligations

The Employee agrees that they shall **not, directly or indirectly**, during or after employment:

1. **Make Disparaging Statements**
    - Publish, post, or communicate negative, misleading, or false remarks about the Employer.
    - Disclose confidential or proprietary information in a **negative, exaggerated, or defamatory manner**.
    - Undermine the Employer's credibility, business success, leadership, or workplace culture.
2. **Avoid Negative Public Commentary**
    - The Employee shall not **publish, share, or contribute** to:
        - Negative online reviews about the Employer.
        - Social media discussions that portray the Employer in an unprofessional or unethical light.

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    - Media outlets, blogs, or forums where **negative opinions about the Employer are discussed**.
3. **Restrict Direct and Indirect Disparagement**
    - The Employee shall not engage in or encourage **others to engage in** negative discussions, rumors, or public attacks against the Employer.
    - Any **indirect attempts to disparage** the Employer through anonymous posts, third-party comments, or influenced statements will be considered a breach of this Agreement.
4. **Apply to Employees, Clients, and Business Partners**
    - The Employee shall not make negative remarks about:
        - Current or former employees, management, or leadership.
        - The Employer's business partners, vendors, or clients.
        - The Employer's policies, workplace environment, or business practices.

CLAUSE 4: DURATION AND GEOGRAPHIC SCOPE OF NON-DISPARAGEMENT

4.1 Duration of Non-Disparagement Obligations

1. The Employee agrees that the **non-disparagement obligations** outlined in this Agreement shall remain in effect:
    - **During the entire period of employment or contractual engagement** with the Employer.
    - **For a period of [Number] months/years** following the termination of employment or business relationship.
    - **Indefinitely** in cases where statements could cause **significant financial harm, reputational damage, or legal consequences** for the Employer.
2. The Employee acknowledges that these restrictions are **reasonable, necessary, and legally enforceable** to protect the Employer's reputation and business interests.

4.2 Geographic Scope of Restrictions

1. The non-disparagement obligations apply to:
    - Statements made **worldwide**, considering the global reach of online platforms and digital communication.
    - Any **jurisdiction where the Employer conducts business or has established a professional presence**.
    - International markets where **the Employee's statements could affect business relationships, customer trust, or corporate reputation**.
2. The Employee acknowledges that due to the **expansive reach of social media, blogs, and news platforms**, the **geographic scope cannot be limited** to a single location or region.

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4.3 Reasonableness of Duration and Scope

1. The Employee agrees that the restrictions in this clause are:
    - **Reasonable and necessary** to protect the Employer from undue harm.
    - **Not overly restrictive** and allow the Employee to engage in lawful employment or business activities.
    - Designed to **balance the Employee's freedom of speech** while ensuring that **false, misleading, or malicious statements** are prevented.
2. If a court finds the restrictions in this clause **too broad or unenforceable**, the parties agree to **modify them to the maximum legally permissible extent** while preserving the intent of the Agreement.

CLAUSE 5: EXCEPTIONS AND LIMITATIONS TO NON-DISPARAGEMENT

5.1 Exceptions to Non-Disparagement Restrictions

The non-disparagement restrictions outlined in this Agreement shall **not apply** under the following circumstances:

1. **Truthful Statements in Legal Proceedings**
    - The Employee may provide **truthful testimony** or statements if required by **law, court order, or subpoena**.
    - If legal action is taken against the Employer, the Employee has the right to provide **factual, verifiable statements** in defense or as part of an official proceeding.
2. **Protected Whistleblower Disclosures**
    - If the Employee reports **unlawful, unethical, or fraudulent activities** to:
        - A **government agency** (e.g., Securities and Exchange Commission, Department of Labor, Equal Employment Opportunity Commission).
        - A **regulatory body** responsible for corporate oversight.
    - Whistleblower protections under **[Applicable Law, e.g., Dodd-Frank Act, Whistleblower Protection Act]** shall apply.
3. **Internal Complaint Processes**
    - The Employee may raise concerns about workplace conditions, harassment, discrimination, or other grievances **internally through HR, compliance officers, or an ethics hotline**.
    - Complaints made through **official internal channels** shall not be considered a breach of this Agreement.
4. **Personal Opinions Not Related to Employer**
    - The Employee may express **personal opinions** that do not directly reference or harm the Employer.

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- General discussions about **industry trends, workplace culture, or career experiences** are permitted as long as they do not target or damage the Employer's reputation.

5.2 Limitations of Non-Disparagement Clause

1. This Agreement **does not prohibit** the Employee from:
   - Engaging in **normal business competition**, provided it does not involve false, misleading, or defamatory statements.
   - Discussing the Employer **privately with legal counsel, financial advisors, or family members**, as long as such discussions remain confidential.
   - Posting **neutral or factual statements** that do not harm the Employer's reputation, such as listing past work experience on professional networking sites.
2. The Employee acknowledges that:
   - This clause is designed to **balance free speech protections with the Employer's right to protect its reputation**.
   - It does not impose **unreasonable restrictions** that would violate whistleblower laws or other protected rights.

CLAUSE 6: REMEDIES AND CONSEQUENCES OF BREACH

6.1 Employer's Right to Seek Legal Remedies

1. The Employee acknowledges that any **violation of this Agreement** may cause **significant financial loss, reputational harm, and business disruption** to the Employer.
2. In the event of a breach, the Employer has the right to seek the following **legal remedies**:
   - **Injunctive Relief:** A court order preventing the Employee from making further disparaging statements.
   - **Monetary Damages:** Compensation for financial losses resulting from reputational harm, client attrition, or legal actions caused by the Employee's statements.
   - **Liquidated Damages:** A pre-determined penalty amount for each proven violation of this Agreement (**if applicable**).
   - **Recovery of Legal Costs:** The Employee shall be responsible for **all legal fees, attorney costs, and court expenses** incurred by the Employer in enforcing this Agreement.

6.2 Notification and Cease-and-Desist Letter

1. If the Employer identifies a **breach or suspected violation**, the Employee shall receive a **written notification** (Cease-and-Desist Letter) demanding:
   - An **immediate stop** to all disparaging statements.

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- A written confirmation that they will **comply with this Agreement moving forward**.

2. If the Employee **fails to comply** within **[Number] days** of receiving the notice, the Employer may proceed with **legal action without further notice**.

6.3 Burden of Proof

1. The burden of proof in any legal dispute shall rest with the **Employer**, who must provide evidence that the Employee:
   - Made disparaging statements in violation of this Agreement.
   - Used false, misleading, or defamatory remarks to damage the Employer's reputation.
2. The Employee may **defend against claims** by providing written evidence demonstrating that:
   - No disparagement occurred.
   - Any statements made were **truthful, legally protected, or within the scope of exceptions outlined in Clause 5**.

6.4 Enforceability of Remedies

1. The Employee acknowledges that:
   - The remedies outlined in this clause are **reasonable and necessary** to protect the Employer's business interests.
   - The Employer has the right to enforce **part or all** of the legal remedies in any court of competent jurisdiction.
2. If a court finds **any part of this clause to be unenforceable**, it shall be modified to the **maximum legally permissible extent** while preserving the original intent of the Agreement.

CLAUSE 7: GOVERNING LAW, DISPUTE RESOLUTION, AND ENFORCEABILITY

7.1 Governing Law

1. This Agreement shall be governed by and construed in accordance with the **laws of [Jurisdiction]**.
2. Any disputes, claims, or legal proceedings arising from this Agreement shall be subject to the **exclusive jurisdiction of the courts of [Jurisdiction]**, unless both parties agree to alternative dispute resolution.

7.2 Dispute Resolution *(If Applicable)*

1. The parties agree to attempt to resolve disputes through the following process before pursuing litigation:

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- **Good-Faith Negotiation:** Both parties shall first attempt to resolve disputes through direct discussions.
- **Mediation:** If a resolution is not reached, both parties agree to engage in **mediation with a neutral third-party mediator**.
- **Arbitration (If Required):** If mediation fails, disputes may be resolved through **binding arbitration**, as per the rules of **[Arbitration Authority or Applicable Law]**.
- **Litigation:** Legal proceedings shall only be pursued if **all other resolution methods fail**.

2. The costs of mediation or arbitration shall be **shared equally**, unless otherwise determined by the arbitrator.

7.3 Severability Clause

1. If any provision of this Agreement is found to be **unenforceable, invalid, or illegal**, it shall not affect the enforceability of the remaining provisions.
2. The affected provision shall be **modified** to the maximum legally permissible extent while maintaining its original intent.
3. If a provision cannot be modified, it shall be **severed**, and the remaining provisions shall continue in full effect.

7.4 Waiver of Rights

1. Failure by the Employer to **enforce any term** of this Agreement shall not be considered a **waiver** of their rights to enforce it in the future.
2. A waiver must be **expressly stated in writing** and signed by the waiving party.

7.5 Survival of Non-Disparagement Obligations

1. The Employee's non-disparagement obligations shall **continue for the duration specified in this Agreement**, regardless of:
   - The nature of their departure from the Employer (voluntary or involuntary).
   - Their new role, employment status, or business ventures.
2. Any **breach after employment or contract termination** shall still be subject to **legal enforcement and potential financial penalties**.

CLAUSE 8: GENERAL PROVISIONS

8.1 Entire Agreement

1. This Agreement constitutes the **entire understanding** between the Employer and the Employee regarding **non-disparagement obligations**.
2. It **supersedes** any prior agreements, representations, or understandings, whether written or oral, related to non-disparagement between the parties.

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3. No additional terms or conditions shall be binding unless agreed upon **in writing** and signed by both parties.

8.2 Amendments & Modifications

1. Any amendments, modifications, or changes to this Agreement must:
    - Be **made in writing**.
    - Be **signed by both the Employer and the Employee**.
2. No verbal agreements or informal discussions shall alter the terms of this Agreement unless formally documented.

8.3 Assignment & Transfer

1. The Employee **may not assign** or transfer their rights and obligations under this Agreement to another party without prior written consent from the Employer.
2. The Employer reserves the right to **assign, transfer, or delegate** its rights and obligations under this Agreement to another entity, including a subsidiary, affiliate, or successor.

8.4 Notices & Communication

1. All notices, requests, and formal communications under this Agreement shall be:
    - In **writing**.
    - Sent via **registered mail, email, or courier** to the addresses provided by each party.
2. Notice shall be deemed received:
    - **By mail**: After **[Number]** business days from the date of dispatch.
    - **By email**: Upon acknowledgment of receipt or **[Number]** business days after being sent.

8.5 Counterparts & Electronic Signatures

1. This Agreement may be executed in **multiple counterparts**, each of which shall be considered an **original**, but all of which together constitute the same document.
2. This Agreement may be signed electronically and shall be deemed legally valid under **[Applicable Electronic Signature Laws]**.

8.6 Acknowledgment & Acceptance

By signing this Agreement, both parties confirm that:

1. They have **read and understood** the terms of this Agreement.
2. They have had the opportunity to seek **legal advice** before signing.
3. They **voluntarily agree** to be bound by the terms stated herein.

SIGNATURES & ACCEPTANCE

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Employer:
[Employer's Name]
[Company Name]
[Company Address]
[Date]
Signature: _____

Employee:
[Employee's Name]
[Employee's Address]
[Date]
Signature: _____

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