



NON-DISCLOSURE AGREEMENT

This Agreement is entered into as of [Effective Date], by and between **Creactiva LLC** ("Company"), located at 420 North 20th Street, Suite 2200 Birmingham, Alabama 35242, and _____ ("Employee"). The Company and the Employee are collectively referred to as the "Parties."

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes, but is not limited to, all non-public and confidential data, reports, analyses, records, correspondence, notes, compilations, forecasts, studies, business plans, marketing strategies, sales strategies, specifications, designs, financial information, and all other business data or information related to the Company, its clients, its business affairs, or any information that is disclosed or transmitted by the Company to the Employee, whether in written, oral, or electronic form.

2. Non-Disclosure and Nonuse Obligations

Employees agree to maintain the confidentiality of all Confidential Information, and shall not disclose, use, or disseminate any Confidential Information for any purpose other than the performance of services for the Company. Employee agrees to treat all Confidential Information with at least the same degree of care as they would treat their own confidential information, and to limit access to such information only to individuals who need it for the fulfillment of their duties, provided such individuals are also bound by confidentiality agreements.

3. Non-Solicitation and Non-Compete

During the term of employment and for a period of **one (1) year** following the termination of employment, Employee agrees not to:

- **Solicit or engage** any client, supplier, or employee of the Company for the purpose of offering or providing services similar to those provided by the Company.



- **Leverage business relationships** developed through the Company to solicit services for the Employee's personal business or any other external business venture.

This provision is intended to protect the Company's relationships with its clients and employees and to prevent the misuse of any confidential information for personal gain.

4. Survival of Obligations

The obligations under this Agreement shall survive the termination of any relationship between the Parties, and the Employee will remain bound by these confidentiality and non-solicitation obligations for **two (2) years** following the termination of employment.

5. Return or Destruction of Confidential Information

Upon request, Employee agrees to promptly return all documents or materials containing Confidential Information, or to destroy such materials if directed by the Company.

6. Injunctive Relief

A breach of this Agreement may cause the Company irreparable harm, and the Company shall be entitled to seek injunctive relief, in addition to any other available remedies, including but not limited to monetary damages, to protect its interests.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, USA.

8. Entire Agreement

This Agreement contains the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements or



understandings, oral or written. Any changes to this Agreement must be made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COMPANY:

Name (& Title): _____

Signature: _____

Date: _____

EMPLOYEE:

Name: _____

Signature: _____

Date: _____