

Non Disparagement Agreement

This **Non-Disparagement Agreement** ("**Agreement**") is entered into as of _____ ("**Effective Date**"), by and between the parties below:

Party A

Party B

Party A and Party B may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

WHEREAS, the Parties have previously engaged in a business, employment, contractual, or collaborative relationship, or may enter into such a relationship in the future;

WHEREAS, the Parties desire to maintain a professional relationship and protect their respective reputations, goodwill, and business interests;

WHEREAS, the Parties wish to establish clear obligations regarding communications and statements made about one another.

NOW, THEREFORE, in consideration of the mutual commitments set out in this Agreement and other valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

1. Purpose

The purpose of this Agreement is to establish mutual obligations preventing the Parties from making statements or engaging in conduct that could reasonably be interpreted as harmful to the reputation, integrity, or professional standing of the other Party.

2. Non-Disparagement Obligation

Each Party agrees that it will not, directly or indirectly, make, publish, communicate, or cause to be communicated any statement or representation that is intended to harm or that could reasonably be expected to harm the reputation, business interests, professional relationships, or public image of the other Party.

This obligation applies to all forms of communication, including written, verbal, electronic, and digital communications, whether made privately or publicly. This includes, without limitation:

- Statements made to clients, customers, suppliers, employees, contractors, or other business partners
- Comments made in interviews, presentations, or public appearances
- Statements posted on websites, blogs, or social media platforms
- Communications transmitted through email, messaging services, or other digital channels

Each Party further agrees not to encourage, instruct, or knowingly permit any representative acting on its behalf to engage in conduct that would violate this clause.

3. Scope of Representatives

For the purposes of this Agreement, the term “**representatives**” includes officers, directors, employees, contractors, agents, advisors, consultants, affiliates, and any other individuals or entities acting under the direction or authority of a Party.

Each Party agrees to make reasonable efforts to ensure that its representatives comply with the obligations set out in this Agreement.

4. Permitted Statements

Nothing in this Agreement prevents a Party from making statements that are:

- Required by applicable law, regulation, or court order
- Made in response to a lawful request from a government authority or regulatory body
- Provided as truthful testimony or information in legal proceedings
- Necessary to enforce rights or obligations under this Agreement or another lawful agreement between the Parties

If legally permitted, the Party required to make such a statement should make reasonable efforts to limit disclosure to the information strictly required by the requesting authority.

5. Good Faith Communications

The Parties acknowledge that ordinary business communications, including constructive feedback, internal reporting, or legitimate dispute resolution discussions conducted in good faith, do not constitute disparagement under this Agreement provided such communications are made responsibly and without intent to damage the other Party's reputation.

6. Duration

The obligations contained in this Agreement begin on the Effective Date and will remain in effect for _____, unless terminated earlier in accordance with the Termination clause of this Agreement.

If the Parties have previously entered into a relationship agreement that has ended, the obligations under this Agreement continue independently for the duration stated in this clause.

7. Breach and Remedies

If a Party breaches the Non-Disparagement clause, the non-breaching Party may seek appropriate remedies available under applicable law.

Such remedies may include court orders requiring the breaching Party to stop the conduct that violates this Agreement and any other lawful remedy available to address harm caused by the breach.

The Parties acknowledge that reputational harm may be difficult to quantify and that legal remedies may be necessary to prevent or limit further damage.

8. Governing Law

This Agreement will be governed by and interpreted in accordance with the laws of _____, without regard to rules that would apply the laws of another jurisdiction.

Any dispute arising out of or relating to this Agreement will be resolved through the courts or dispute resolution mechanisms located within the governing jurisdiction, unless the Parties mutually agree to an alternative method of dispute resolution.

9. Entire Agreement

This Agreement represents the complete understanding between the Parties regarding non-disparagement obligations and replaces any prior discussions, statements, or agreements on the same subject.

10. Amendments

Any amendment or modification to this Agreement must be made in writing and signed by both Parties.

11. Severability

If any provision of this Agreement is determined to be invalid, unenforceable, or contrary to applicable law, the remaining provisions will remain in full force and effect, provided that the overall purpose of the Agreement can still be fulfilled.

12. Voluntary Agreement

Each Party confirms that it has read this Agreement, understands its contents, and enters into it voluntarily and with full authority to bind the respective Party.

By signing below, the Parties acknowledge and agree to the terms and obligations set out in this Non-Disparagement Agreement.

Party A

Party B

Name

Name

Date

Date

Signature

Signature



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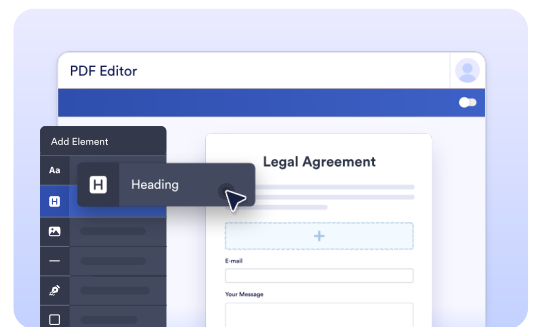
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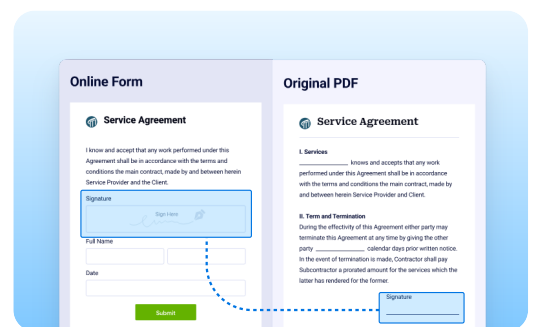
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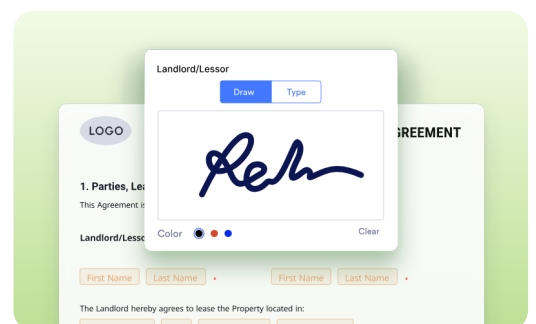
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