



## **Non-Disclosure Agreement (NDA) for Subcontractors / Trades**

This Non-Disclosure Agreement ("Agreement") is made and entered into as of April 26, 2024, by and between G&J Contracting LLC, a Texas corporation, having its principal place of business at 17305 IH 35 N Ste 102 Schertz, TX 78154 ("G&J Contracting LLC"), and \_\_\_\_\_ ("Subcontractor") , having its principal place of business at \_\_\_\_\_

**1. Confidential Information:** "Confidential Information" shall mean all information, whether oral, written, or in electronic form, disclosed by G&J Contracting LLC to Subcontractor, including but not limited to, trade secrets, business plans, customer lists, financial information, technical data, know-how, software, and any other information that is marked as "confidential" or that would reasonably be understood to be confidential.

**2. Non-Disclosure:** Subcontractor agrees to hold all Confidential Information in strict confidence and not to disclose any Confidential Information to any third party without the prior written consent of G&J Contracting LLC. Subcontractor further agrees to use the Confidential Information solely for the purpose of performing services for G&J Contracting LLC in accordance with the terms of any applicable subcontractor agreement.

**3. Scope of Work:** Subcontractor agrees to communicate with customers of G&J Contracting LLC solely for the purpose of fulfilling the scope of work outlined in any applicable subcontractor agreement. Subcontractor shall not disclose any additional information about G&J Contracting's operations or services beyond what is necessary to fulfill the agreed-upon scope of work.

**4. Additional Work:** Subcontractor agrees not to engage in any additional work or services for customers of G&J Contracting LLC, either directly or indirectly, without the prior written consent of G&J Contracting. Any additional work performed by Subcontractor for G&J Contracting's customers shall be subject to the terms and conditions of a separate agreement between G&J Contracting LLC and Subcontractor.

**5. Return of Confidential Information:** Upon termination of any subcontractor agreement or upon G&J Contracting's request, Subcontractor shall promptly return to G&J Contracting LLC all Confidential Information, including any copies, notes, or other documents containing or reflecting the Confidential Information.

**6. Remedies:** Subcontractor acknowledges that any breach of this Agreement may cause irreparable harm to G&J Contracting LLC, for which monetary damages may be inadequate. Accordingly, G&J Contracting LLC shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity, to enforce the provisions of this Agreement.

**7. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of Texas, without giving effect to any principles of conflicts of law.

**8. Entire Agreement:** This Agreement constitutes the entire understanding and agreement between G&J Contracting LLC and \_\_\_\_\_ concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**G&J Contracting LLC**

Signed By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBCONTRACTOR NAME**

Signed By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_