

Non-Disclosure Agreement Enforceable Although Unlimited in Time and Area

The enforceability of a confidentiality covenant in an employment agreement without time or geographical limitations may turn, at least in part, on how the information that may not be disclosed is defined, writes **Paul E. Freehling** in **Seyfarth Shaw's** Trading Secrets blog.

He describes a case involving a salesman for a medical device manufacturer, *Orthofix, Inc. v. Hunter*. The salesman signed a confidentiality covenant at the time he was hired, but years later he resigned and went to work for a competitor. The former employer sued him, but, because the covenant had neither temporal nor geographic limitations, the trial court invalidated the covenant and dismissed the breach of contract claim. The appellate court reversed, holding that no such limits are required for a confidentiality agreement.

Read the article.