

# Non-compete Agreement

## I. THE PARTIES.

This Employee Non-Compete Agreement (“Agreement”) made on \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ is made between: Owner: \_\_\_\_\_, (“Owner”) with a mailing address of \_\_\_\_\_, and Recipient: \_\_\_\_\_, (“Recipient”) with a mailing address of \_\_\_\_\_.

This Agreement is for employers to protect the employer's legitimate business interests.

## II. CONSIDERATION.

In exchange for the non-compete, the Employee shall receive the following consideration: \_\_\_\_\_.

## III. NON-COMPETE.

The Recipient shall be prohibited from participating in the following businesses, industries, and activities: \_\_\_\_\_.

## IV. TERM.

The Employee shall be bound to the Agreement from \_\_\_\_\_ (start period) to \_\_\_\_\_ (end period).

## V. GEOGRAPHICAL LIMITS.

The Employee shall be bound to the non-compete within the following areas: \_\_\_\_\_.

## **VI. NON-SOLICITATION.**

The Employee shall be prohibited from engaging with all employees and customers of the Employer during the term of this Agreement.

## **VII. CONFIDENTIAL INFORMATION.**

At no time during this Agreement or after will the Employee be permitted to divulge, disclose, or use for their benefit any technical or non-technical information provided the Employer, including but not limited to: data or other proprietary information relating to inventions, products, plans, know-how, methods, processes, databases, computer programs, customer lists (including names, buying habits or practices of clients), authorship, vendor lists, reports, analyses, business plans, financial information, or any other subject matter pertaining to any business of the Employer or any of its respective clients, consultants, or licensees that is disclosed to the Employee under the terms of this Agreement.

## **VIII. SEVERABILITY.**

If any provision of this Agreement is deemed invalid or unenforceable, the remainder shall be enforced to the maximum extent of the law.

## **IX. GOVERNING LAW.**

This Agreement shall be governed by and construed by the laws of the State of \_\_\_\_\_ . Any disputes arising from or related to the subject matter of this Agreement shall be heard in a court of appropriate jurisdiction of the Owner's principal office, and the Owner and Recipient hereby consent to the jurisdiction and venue of these courts.

## **X. REMEDIES**

Should the Recipient breach any provisions of this Agreement, the Recipient agrees to reimburse the Owner for any loss or expenses incurred by the Owner as a result of prohibited use or activity under this Agreement. The Recipient further agrees further

agrees that any unauthorized use or activity shall result in irreparable damage to the Owner and that the Owner shall be entitled to an award by any court of competent jurisdiction of a temporary restraining order and/or preliminary injunction against such unauthorized use or activity by the Recipient.

**XI. ENTIRE AGREEMENT.**

This Agreement represents the entire agreement between the Owner and Recipient and may only be modified by both parties signatures.

Signed:

\_\_\_\_\_  
Recipient's signature

\_\_\_/\_\_\_/\_\_\_  
Date

Recipient's name: \_\_\_\_\_

\_\_\_\_\_  
Owner signature

\_\_\_/\_\_\_/\_\_\_  
Date

Owner's name: \_\_\_\_\_