

NON-COMPETE AGREEMENT

Parties: _____

Employee Information:

Full Name: _____

Address: _____

Phone/Email: _____

Employer Information:

Company Name: _____

Address: _____

Phone/Email: _____

Recitals:

WHEREAS, Employee has been or will be employed by Employer and, during such employment, will have access to confidential and proprietary information; and WHEREAS, Employer desires to protect its legitimate business interests, including its trade secrets, goodwill, and confidential information; NOW, THEREFORE, in consideration of employment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Non-Competition

Employee agrees that during the term of employment and for a period of __ months/years following the termination of employment for any reason, Employee will not, directly or indirectly, own, manage, operate, join, control, be employed by, participate in, or be connected in any manner with the ownership, management, operation or control of any business similar to or in competition with the Employer within __ miles of any location where Employer conducts business.

2. Non-Solicitation of Customers

Employee shall not, for a period of __ months/years following termination of employment, directly or indirectly, solicit, induce or attempt to solicit or induce any customer, client, or account of Employer to cease doing business with Employer or to become a customer of any competitor.

3. Non-Solicitation of Employees

Employee agrees that for a period of __ months/years following termination of employment, Employee will not solicit, induce, recruit or encourage any employee or consultant of Employer to terminate their relationship with Employer.

4. Confidentiality

Employee acknowledges that during employment, Employee will have access to confidential and proprietary information belonging to Employer. Employee agrees at all times to maintain the confidentiality of such information and not to disclose it to any third party or use it for Employee's own benefit or the benefit of others.

5. Consideration

Employee acknowledges that this Agreement is supported by sufficient consideration, including but not limited to employment, continuation of employment, or other good and valuable consideration.

6. Reasonableness and Severability

Employee agrees that the restrictions set forth in this Agreement are fair and reasonable. If any provision is found to be unenforceable, invalid, or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and the unenforceable provision shall be replaced with a valid provision that most closely reflects the parties' original intent.

7. Governing Law

This Agreement shall be governed by and construed under the laws of the State of _____, without regard to conflicts of laws principles.

8. Injunctive Relief

Employee agrees that any breach or threatened breach of this Agreement will cause Employer irreparable harm, entitling Employer to injunctive relief in addition to all other remedies available at law or in equity.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, agreements, or understandings of any kind.

10. Amendments

This Agreement may be amended only by a written agreement signed by both parties.

11. Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach.

12. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns.

13. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed to have the same legal effect as original signatures.

14. Acknowledgement

Employee acknowledges that Employee has read and understands this Agreement, has had the opportunity to consult with legal counsel, and agrees to be bound by its terms.

EMPLOYEE SIGNATURE

EMPLOYER SIGNATURE

Signature: _____

Signature: _____

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