

NON-COMPETE AGREEMENT

This Non-Compete Agreement (the "Agreement") is entered into by and between:

Disclosing Party:

Name: _____
Address: _____
Phone/Email: _____

Receiving Party:

Name: _____
Address: _____
Phone/Email: _____

1. Purpose

The Receiving Party acknowledges that during the course of dealings with the Disclosing Party, it will have access to Confidential Information and specialized business knowledge. This Agreement is intended to prevent unfair competition and protect such confidential and proprietary information.

2. Definition of Confidential Information

Confidential Information includes all non-public information disclosed by the Disclosing Party to the Receiving Party, whether oral, written, electronic, or other form, including but not limited to business strategies, customer lists, pricing, financial data, marketing plans, technical data, inventions, trade secrets, and related intellectual property.

3. Non-Compete Covenant

The Receiving Party agrees that during the term of this Agreement and for a period of two (2) years thereafter, within the State of Florida, it will not engage in, own, manage, operate, control, or participate in any business that is competitive with the Disclosing Party's business as presently conducted or as planned to be conducted.

4. Non-Solicitation

During the term of this Agreement and for two (2) years thereafter, the Receiving Party shall not directly or indirectly solicit, induce, or attempt to induce any employee, consultant, or customer of the Disclosing Party to terminate or alter their relationship with the Disclosing Party.

5. Term

This Agreement shall commence as of the date of full execution by both parties and shall continue until terminated by mutual written consent, except that obligations of non-competition and non-solicitation shall survive termination as set forth herein.

6. Consideration

In consideration for the covenants contained herein, the Receiving Party acknowledges receipt of valuable consideration, including but not limited to access to Confidential Information and business opportunities.

7. Enforcement and Remedies

The Receiving Party acknowledges that any breach of this Agreement will cause irreparable harm to the Disclosing Party, for which monetary damages may be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, and any other remedies available at law or in equity, without the necessity of

posting bond or proving actual damages.

8. Severability

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The invalid provision shall be reformed to the maximum extent permitted to reflect the parties' intent.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of law principles.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

11. Amendment

No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties.

12. Waiver

The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

13. Assignment

Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

14. Notices

All notices shall be in writing and shall be deemed given when delivered personally, sent by certified mail return receipt requested, or by nationally recognized overnight courier, to the addresses set forth above or such other address as either party may designate in writing.

15. No Admission

Nothing in this Agreement shall be construed as an admission of liability or wrongdoing by either party.

16. Relationship of Parties

The parties are independent contractors and nothing herein shall be construed to create a partnership, joint venture, or employment relationship.

17. Counterparts; 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 instrument. Electronic signatures shall have the same force and effect as original signatures.

18. Definitions

Words importing the singular include the plural and vice versa, and words importing any gender include all genders.

19. Headings

Headings in this Agreement are for convenience only and shall not affect the interpretation of any provision.

20. Survival

All obligations of confidentiality, non-competition, and non-solicitation shall survive the termination or expiration of

this Agreement for the durations specified herein.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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