

NON-COMPETE AGREEMENT

THIS NON-COMPETE AGREEMENT (the "Agreement") is entered into by and between:

Disclosing Party: _____

Receiving Party: _____

RECITALS

WHEREAS, the Disclosing Party possesses valuable confidential information, trade secrets, goodwill, and other proprietary interests related to its business activities in Michigan; and WHEREAS, the Receiving Party desires to obtain such information for legitimate business purposes and acknowledges that protecting such information is essential to the Disclosing Party; and WHEREAS, the parties desire to set forth the terms under which the Receiving Party will agree not to compete with the Disclosing Party within the State of Michigan.

1. DEFINITIONS

"Confidential Information" means all trade secrets, proprietary data, customer lists, business plans, pricing information, marketing strategies, financial data, and other information not generally known to the public, disclosed by the Disclosing Party to the Receiving Party, whether orally, in writing, electronically or in any other form.

"Competing Business" means any business which is engaged in the same or substantially similar business activities or offers products or services competitive with those of the Disclosing Party within the State of Michigan.

2. NON-COMPETITION COVENANT

The Receiving Party agrees that during the Term of this Agreement and for a period of twenty-four (24) months following termination or expiration of the Receiving Party's relationship with the Disclosing Party, the Receiving Party shall not, directly or indirectly, own, manage, operate, join, control, be employed by, consult for, or participate in any manner in any Competing Business within the State of Michigan.

3. CONFIDENTIALITY

The Receiving Party shall maintain the confidentiality of all Confidential Information and shall not disclose, use, or permit the use of any Confidential Information for any purpose other than as expressly authorized by the Disclosing Party in writing.

4. EXCEPTIONS

The obligations in this Agreement shall not apply to information that (a) is or becomes publicly known through no breach of this Agreement by the Receiving Party, (b) is received from a third party without breach of any obligation of confidentiality, or (c) is independently developed by the Receiving Party without use of or reference to Confidential Information.

5. CONSIDERATION

The Receiving Party acknowledges that the covenants and obligations in this Agreement are supported by valuable

consideration, including but not limited to access to Confidential Information and other legitimate business interests.

6. REASONABLENESS OF RESTRICTIONS

The Receiving Party agrees that the restrictions contained herein are reasonable in scope, duration, and geographic area, and are necessary to protect the legitimate business interests of the Disclosing Party.

7. REMEDIES

The Receiving Party acknowledges that any breach of this Agreement will cause irreparable harm to the Disclosing Party for which monetary damages would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief, in addition to any other remedies available at law or equity, to enforce the provisions of this Agreement.

8. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be reformed to the minimum extent necessary to make it enforceable.

9. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to conflict-of-law principles. The parties consent to the exclusive jurisdiction of the courts located in Michigan for any disputes arising under this Agreement.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes all prior agreements and understandings, whether written or oral.

11. AMENDMENTS

Any amendment or modification to this Agreement must be in writing and signed by both parties.

12. WAIVER

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

13. BINDING EFFECT

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

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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