

NON-COMPETE AGREEMENT

Parties: _____

1. Definitions:

For purposes of this Agreement, the following terms shall have the following meanings: “Company” means the party identified above as the employer or contracting entity. “Employee” means the party identified above as the employee or contractor. “Confidential Information” means any non-public information relating to the Company’s business, clients, or operations.

2. Non-Competition Covenant:

During the term of Employee’s engagement with the Company and for a period of twelve (12) months following the termination of such engagement for any reason, Employee shall not, directly or indirectly, engage in any business or accept employment with any entity that is in competition with the Company within the geographic area where the Company operates.

3. Non-Solicitation of Customers and Clients:

Employee agrees that during the term of engagement and for twelve (12) months thereafter, Employee shall not solicit, interfere with, or attempt to divert any customers, clients, or business relations of the Company with whom Employee had material contact during the last twelve (12) months of Employee’s engagement.

4. Non-Solicitation of Employees:

Employee shall not, during the term of engagement and for twelve (12) months after termination, directly or indirectly solicit or recruit any employee or contractor of the Company to terminate their relationship with the Company or to become employed by or provide services to any competitor.

5. Consideration:

Employee acknowledges that the covenants contained in this Agreement are supported by adequate consideration, including but not limited to continued employment, access to Confidential Information, and other benefits.

6. Reasonableness of Restrictions:

Employee agrees that the restrictions in this Agreement are reasonable in scope, duration, and geographic area, and are necessary to protect the legitimate business interests of the Company. If any restriction is found by a court to be unenforceable, such restriction shall be modified to the minimum extent necessary to be enforceable.

7. Confidentiality:

Employee agrees to maintain the confidentiality of all Confidential Information during and after the term of engagement. Employee shall not disclose such information to any third party without prior written consent of the Company.

8. Remedies for Breach:

Employee acknowledges that a breach of the covenants in this Agreement will cause irreparable harm to the Company, and that monetary damages may be inadequate. Accordingly, the Company shall be entitled to injunctive relief and any other remedies available at law or in equity.

9. Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict-of-law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

10. 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 replaced with a valid provision that most closely reflects the parties' original intent.

11. Entire Agreement:

This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.

12. Amendments:

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

13. Waiver:

No waiver of any term or condition of this Agreement shall be deemed or shall constitute a waiver of any other term or condition, nor shall any waiver constitute a continuing waiver.

14. 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. Signatures delivered by electronic means shall be deemed to be original signatures.

EMPLOYEE SIGNATURE

COMPANY SIGNATURE

Signature: _____

Signature: _____

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