

NON-COMPETE AGREEMENT (TEXAS TEMPLATE)

Location: _____ Effective Date: _____

Parties:

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

Disclosing Party (Employer/Company): _____

Receiving Party (Employee/Contractor): _____

1. Purpose

The purpose of this Agreement is to protect the legitimate business interests of the Disclosing Party by restricting the Receiving Party's ability to compete unfairly or misuse confidential information.

2. Non-Competition

The Receiving Party agrees that for a period of _____ (duration) following termination of employment or engagement, the Receiving Party shall not directly or indirectly engage in any business or enterprise in Texas that competes with the Disclosing Party's business as conducted at the time of termination.

3. Non-Solicitation of Customers

The Receiving Party shall not, for a period of _____ (duration) following termination, solicit or attempt to solicit any customers, clients, or business contacts of the Disclosing Party that were served or contacted during the last _____ (duration) of the Receiving Party's engagement.

4. Non-Solicitation of Employees

The Receiving Party shall not, for a period of _____ (duration) following termination, solicit, induce, or encourage any employee or contractor of the Disclosing Party to terminate employment or contractual relationship.

5. Confidential Information

The Receiving Party acknowledges that during the course of engagement, they will be exposed to confidential and proprietary information of the Disclosing Party. The Receiving Party agrees to keep such information strictly confidential and not use or disclose it except as authorized.

6. Consideration

The Receiving Party acknowledges receipt of adequate consideration for this Agreement, including but not limited to employment, continued employment, or other benefits.

7. Reasonableness

The Receiving Party agrees that the restrictions imposed by this Agreement are reasonable in scope, geography, and duration and are necessary to protect legitimate business interests.

8. Enforcement and Remedies

The Receiving Party agrees that any breach of this Agreement may cause irreparable harm to the Disclosing Party and that the Disclosing Party shall be entitled to injunctive relief, in addition to all other remedies available at law or equity.

9. Governing Law

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

10. Severability

If any provision of this Agreement is found to be unenforceable or invalid, such provision shall be modified to the minimum extent necessary to be enforceable, and the remainder of this Agreement shall remain in full force and effect.

11. Entire Agreement

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

12. Amendments

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

13. Waiver

Failure to enforce any provision shall not be deemed a waiver of any other provision or the right to enforce such provision later.

14. Assignment

This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. The Receiving Party may not assign this Agreement without prior written consent.

15. No Admission

This Agreement shall not be construed as an admission by either party of any wrongdoing or liability.

16. Independent Legal Advice

The Receiving Party acknowledges having had the opportunity to seek independent legal advice prior to executing this Agreement.

17. Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which constitute one and the same instrument.

18. Headings

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

19. Notices

Any notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, or recognized overnight courier to the addresses on record.

20. No Conflict

The Receiving Party represents that execution of this Agreement does not violate any other agreement or obligation and that no third-party consents are required.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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