

NON-COMPETE AGREEMENT

This **NON-COMPETE AGREEMENT** (the "**Agreement**") is made and entered into on _____, 20__ (the "**Effective Date**"), by and between

1. PARTIES

_____ with a mailing address of _____ located in the State of _____ hereinafter known as ("**Client**") and _____ with a mailing address of _____ located in the State of _____ hereinafter known as ("**Agent**").

Collectively, both parties are referred to as "**The Parties**".

WHEREAS, the Company desires to protect its legitimate business interests and confidential information,

WHEREAS, Agent is an Employee or Independent Contractor of the Company and in consideration of the employment of the Agent and the compensation paid to the Agent, the Agent agrees to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

2. CONSIDERATION

As compensation for agreeing to the Non-Compete provisions, the Agent will receive payments from the Client. These payments will also fulfill the consideration required by this Agreement.

3. AGREEMENT TERM.

The Agent's commitment to this Agreement, encompassing its stipulations, extends for a defined duration as follows:

This Non-Compete Agreement ("**Agreement**") shall commence on the Effective Date as defined in the opening paragraph above and shall remain in full force and effect for a period of _____ from the Effective Date (the "**Non-Compete Period**").

4. TERMINATION:

- This Agreement may be terminated by either party upon mutual written consent.
- This Agreement may also be terminated by the Company, at its sole discretion, with written notice to the Employee in the event of a material breach of any provision of this Agreement by the Employee.

Collectively, the commencement and end periods are collectively referred to as the "Term."

5. NON-COMPETE OBLIGATIONS.

The Agent agrees that during the term of this Agreement, ("**Restricted Period**"), not to, directly or indirectly engage in, participate in, or provide services/be employed to/by the

that competes with the Client's business.

6. ADDITIONAL RESTRICTION (if applicable):

7. GEOGRAPHIC AND SCOPE LIMITATIONS:

The restrictions set forth in this Agreement shall apply only within the geographic area of

, as specified in Section 4. The Agent agrees that the restrictions set forth in this Agreement are reasonable in scope and duration and are necessary to protect the legitimate business interests of the Company.

8. NON-SOLICITATION OBLIGATIONS

During the Restricted Period, The Client shall benefit from the ensuing safeguards provided by the Agent under this Agreement: (select all that applies)

- 1. **Non-Solicitation of Customers:**

During the term of this Agreement and for a period of _____ following the termination or expiration of this Agreement (the "**Non-Solicitation Period**"), the Agent agrees that they will not, directly or indirectly, on their own behalf or on behalf of any other person or entity, solicit, contact, or attempt to do business with any customer, client, or business partner of the Company for the purpose of offering products or services that are in direct competition with the products or services offered by the Company.

2. Non-Solicitation of Employees:

During the Non-Solicitation Period, the Agent further agrees not to, directly or indirectly, solicit, recruit, or otherwise induce or attempt to induce any current or former employee of the Company to leave their employment with the Company for employment with the Agent or any other person or entity.

3. Non-Solicitation of Vendors or Suppliers:

The Agent agrees not to, directly or indirectly, on their own behalf or on behalf of any other person or entity, solicit, contact, or attempt to do business with any vendor, supplier, or service provider of the Company for the purpose of offering products or services that are in direct competition with the products or services obtained from or provided to the Company during the Non-Solicitation Period.

9. LIMITATION

If any covenant within this agreement is deemed unreasonable by a court of competent jurisdiction due to its duration, geographical scope, or any other factor, the parties hereby mutually consent that said court holds the authority to modify the terms of such covenant to render it reasonable considering the given circumstances. Both parties further agree that the covenant, as modified in this manner, shall remain valid and enforceable.

10. CONFIDENTIAL INFORMATION

The Agent acknowledges and agrees that the Company's confidential information, including but not limited to, trade secrets, customer lists, pricing strategies, marketing plans, and other proprietary information, constitute valuable and unique assets of the Company. The Agent shall not, during or after their employment with the Company, use

or disclose any of the Company's confidential information, unless required by law or with the prior written consent of the Company.

11. REMEDIES.

The parties agree that any breach of this Agreement may cause irreparable harm to the Company, and that the Company shall be entitled to seek injunctive relief, as well as any other legal or equitable remedies available under applicable law. The Agent acknowledges that any such breach may result in monetary damages to the Company, and the Employee agrees to pay the Company all costs and expenses, including reasonable attorneys' fees, incurred by the Company in enforcing its rights under this Agreement.

12. NON-DISPARAGEMENT.

The Agent agrees not to make any negative or disparaging statements, comments, or communications about the Company, its officers, directors, employees, or products, either orally or in writing, to any third party, including but not limited to, customers, suppliers, vendors, or other employees of the Company.

13. COOPERATION.

Following the termination of their engagement with the Company, the Agent agrees to cooperate fully with the Company in any matter or proceeding relating to the Company's business, including but not limited to, any litigation, arbitration, or regulatory investigation.

14. OPTION TO PURCHASE (select one)

- The Company, at its sole discretion, **shall** offer the Agent an option to purchase the business or assets associated with the restricted business activities upon the termination or expiration of this Non-Compete Agreement, under terms mutually agreed upon by both parties.

- The Company, **shall not** offer the Employee an option to purchase the business or assets associated with the restricted business activities upon the termination or expiration of this Non-Compete Agreement, under terms mutually agreed upon by both parties.

15. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the state of {{state}}, without giving effect to any choice of law or conflict of law provisions. Any dispute arising out of or related to this Agreement shall be resolved through binding arbitration in accordance with the rules of the {{arbitration_association}}. The arbitration shall take place in {{county}}, and the award rendered by the arbitrator(s) shall be final and binding. The prevailing party in any arbitration or litigation arising out of or related to this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.

16. ASSIGNMENT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Agent shall not assign this Agreement without the prior written consent of the Company.

17. WAIVER.

The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or of the right to enforce such provision in the future.

18. COUNTERPARTS.

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

19. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding and agreement of the parties relating to the subject matter herein and supersedes all prior and contemporaneous negotiations, understandings, and agreements between the parties, whether oral or written. This Agreement may not be amended or modified except in writing signed by both parties.

20. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SIGNATURES

Signature of Agent: _____ **Date:** _____

Name in Print: _____

Signature of Company

Representative: _____ **Date:** _____

Name in Print: _____