

# EMPLOYEE NON-COMPETE AGREEMENT

This **EMPLOYEE NON-COMPETE AGREEMENT** ("The Agreement") is made as of \_\_\_\_\_  
20 \_\_\_\_ ("**Effective Date**") by and between

**EMPLOYER:** (Name of Employer) a (Name of State) corporation with its principal place of business at (Address of Employer) hereinafter referred to as the "**Employer**" who is the owner of this Agreement and

**EMPLOYEE:** (Name of Employee) with a mailing address of (Address OF Employee) located in the State of (Name of State) hereinafter referred to as the "**Employee**" who is bound by the terms of this Agreement.

## Consideration

In exchange for the obligations outlined in this Agreement, the Employee shall receive the following consideration (select one):

- New Employment: The promise of new employment, which is supplementary to an employment agreement.
- Continued Employment: The promise of ongoing employment, subject to the following (select one):
  - No promotion included.
  - Promotion to the position of \_\_\_\_\_ with a pay increase to \$[amount] per  Hour  Year.
  - Cash Payment: \$[amount].
  - Other: \_\_\_\_\_

## Non-Compete Obligations

The Employee shall refrain from engaging in the following businesses, services, and industries:

\_\_\_\_\_  
This shall be referred to as the "Non-Compete Restrictions."

## Term

The Non-Competition shall apply during the following time frame:

**Start Period:** (select one)

- Immediately following termination of employment.
- Commencing on [DATE].

- Other: \_\_\_\_\_

**End Period:** (select one)

- For a duration of [number]  Years  Months after employment termination.

- Until [DATE].

- Other: \_\_\_\_\_.

The period from the Start Period to the End Period is referred to as the "**Term.**"

## Geographical Limits

The Employee shall be bound by the Non-Compete Agreement within the following geographical areas:

\_\_\_\_\_.

## Non-Solicitation

The Employee is prohibited from engaging with the following individuals (select all that apply):

- Employees: The Employee is prohibited from associating with (select one):

- All current and former Employees, contractors, affiliates, and related parties of the Company.

- The specific Employees and contractors listed: [SPECIFIC EMPLOYEES].

- Customers: The Employee is prohibited from associating with (select one):

- All current and former customers, clients, and related parties of the Company.

- The specific customers and clients listed: [SPECIFIC CUSTOMERS].

## Option To Purchase

The Employee has the following options concerning a release from the Agreement (select one):

- **Has the Option to Purchase Release:** The Employee has the option to purchase a waiver of all Agreement-related liabilities for a sum of \$[AMOUNT].

- **Does not have the Option to Purchase Release:** The Employee is not entitled to purchase the rights to waive liability under this Agreement.

## Confidential Information

Both the Company and the Employee agree that the Employee acknowledges 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 Employee 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.

## Return of Property.

Upon the termination of their employment with the Company, the Employee shall promptly return to the Company all property belonging to the Company, including but not limited to, any documents, data, software, keys, access cards, computers, and other equipment or materials provided to the Employee during their employment with the Company

## Governing Law

This Agreement shall be governed by and construed under 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 by the rules of the (Name of Arbitration Association). The arbitration shall take place in (Name of 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.

## Additional Terms/Conditions:

---

---

---

## 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.

## 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 under 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

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Employer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_