

## NON-COMPETE AGREEMENT TEMPLATE

AGREEMENT DATE: [Date]

### PARTIES:

- Company: [Company Name], a [State] [Corporation/LLC/Partnership] with its principal place of business at [Company Address] ("Company")
- Employee: [Employee Full Name], an individual residing at [Employee Address] ("Employee")

### 1. RECITALS

WHEREAS, Company is engaged in the business of [describe specific business activities];

WHEREAS, Employee will be employed as [Job Title] and will have access to Company's confidential information, trade secrets, customer relationships, pricing strategies, and proprietary business methods;

WHEREAS, Company has invested substantial time, effort, and resources in developing its customer relationships, business methods, and confidential information;

WHEREAS, Company has a legitimate business interest in protecting its confidential information, customer relationships, and competitive position;

WHEREAS, Employee acknowledges the restrictions contained herein are reasonable and necessary to protect Company's legitimate business interests;

NOW, THEREFORE, in consideration of employment, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 2. DEFINITIONS

**Confidential Information:** All non-public, proprietary information of Company, including but not limited to: customer lists, pricing information, business strategies, financial data, technical specifications, software code, marketing plans, supplier information, and any other information marked or identified as confidential.

**Competitor:** Any person or entity that provides products or services that directly compete with Company's business within the Restricted Territory, including but not limited to [list specific competitors or types of businesses].

**Restricted Territory:** [Define geographic scope - see Section 4.1].

**Solicitation:** Direct or indirect communication, contact, or attempt to influence a customer, client, or employee to cease doing business with Company or to engage in business with Employee or a third party.

### 3. CONSIDERATION

Employee acknowledges receiving adequate consideration for entering into this Agreement, including:

- a. Initial Employment/Continued Employment: [Choose one: "The offer of employment with Company" OR "Continued employment with Company"]
- b. Additional Consideration: [Choose applicable options or specify amount]
  - Access to confidential information and trade secrets
  - Specialized training and professional development opportunities
  - Additional consideration such as: signing bonus of \$[Amount], stock options, enhanced benefits package, etc.
- c. Ongoing Benefits: Access to Company's proprietary systems, customer relationships, and business opportunities that would not otherwise be available to Employee.

### 4. NONCOMPETE RESTRICTIONS

#### 4.1 Geographic Scope

The restrictions set forth in this Agreement shall apply within the following geographic area ("Restricted Territory"):

[Choose one or customize:]

- a. Specific Cities/Counties: The cities of [City 1], [City 2], and [City 3], and the counties of [County 1] and [County 2] in the state of [State].
- b. Radius Restriction: Within a [NUMBER]-mile radius of [Company's main office address] and within a [NUMBER]-mile radius of any Company office or location where Employee worked or had responsibilities.
- c. State/Regional: The entire state of [State] and the following additional states: [Additional States].
- d. Customer-Based Geographic Scope: Any geographic area where Company's customers with whom Employee had direct contact or responsibility are located, specifically including [list key customer locations/regions].

#### 4.2 Duration

The restrictions contained in this Agreement shall remain in effect for a period of [NUMBER] months/years following the termination of Employee's employment with Company for any reason ("Restriction Period").

#### 4.3 Scope of Restrictions

During the Restriction Period, Employee shall not, directly or indirectly:

##### 4.3.1 Competition Restrictions

- a. Direct Competition: Own, manage, operate, control, participate in, consult with, render services for, or be employed by any business that competes with Company within the Restricted Territory;
- b. Competitive Activities: Engage in any business activities that are the same as or substantially similar to the business activities conducted by Company;
- c. Use of Competitive Position: Use Employee's position, influence, or knowledge gained during employment to compete with Company or assist others in competing with Company;

#### **4.3.2 Customer and Client Restrictions**

- a. Customer Solicitation: Solicit, contact, call upon, or attempt to sell products or services competitive with Company's products or services to any person or entity that was a customer or client of Company during Employee's employment;
- b. Customer Diversion: Attempt to divert, entice away, or otherwise interfere with Company's relationship with any current or prospective customer or client;
- c. Customer Information Use: Use any customer information, including contact details, preferences, or business requirements, for competitive purposes;

#### **4.3.3 Employee and Personnel Restrictions**

- a. Employee Solicitation: Solicit, recruit, hire, or attempt to hire any employee of Company or encourage any employee to leave Company's employment;
- b. Contractor/Vendor Solicitation: Solicit or attempt to hire any independent contractor, consultant, or vendor who provided services to Company during Employee's employment;

#### **4.3.4 Confidential Information Restrictions**

- a. Non-Disclosure: Use or disclose any Confidential Information for any purpose other than Company's business;
- b. Proprietary Knowledge: Use any proprietary methods, processes, or techniques developed or used by Company;
- c. Trade Secrets: Use or disclose any trade secrets belonging to Company;

### **5. NOTICE REQUIREMENTS**

#### **5.1 Pre-Employment Notice**

If Employee intends to accept employment or engage in any business activity that may be restricted under this Agreement, Employee shall provide Company with written notice at least [NUMBER] days prior to commencing such employment or activity.

#### **5.2 Notice Content**

Such notice shall include:

- a. The name and address of the prospective employer or business entity;
- b. A detailed description of the position, duties, and responsibilities;
- c. The geographic area where such activities will be conducted;
- d. Employee's assessment of whether such activities may conflict with this Agreement;

#### **5.3 Company Response**

Company shall have [NUMBER] business days from receipt of notice to respond in writing regarding whether it believes the proposed activity violates this Agreement.

## 6. REASONABLENESS AND ENFORCEABILITY

### 6.1 Acknowledgment of Reasonableness

Employee acknowledges that:

- a. The restrictions contained herein are reasonable in scope, geography, and duration;
- b. Company has legitimate business interests that require protection;
- c. Employee has received adequate consideration for these restrictions;
- d. The restrictions do not impose an undue hardship on Employee;

### 6.2 Severability

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect. If any restriction is deemed unreasonable, a court may modify such restriction to make it reasonable and enforceable.

### 6.3 Blue Pencil Doctrine

The parties agree that if any restriction is found to be unreasonable in scope, geography, or duration, such restriction may be modified by a court to the maximum extent permitted by law.

## 7. REMEDIES AND ENFORCEMENT

### 7.1 Irreparable Harm

Employee acknowledges that any breach of this Agreement would cause irreparable harm to Company for which monetary damages would be inadequate compensation.

### 7.2 Injunctive Relief

Company shall be entitled to seek immediate injunctive relief, including temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond, to prevent or remedy any breach of this Agreement.

### 7.3 Monetary Damages

In addition to injunctive relief, Company may seek monetary damages, including:

- a. Actual damages suffered as a result of the breach;
- b. Profits earned by Employee as a result of the breach;
- c. Attorney's fees and costs incurred in enforcing this Agreement;

### 7.4 Specific Performance

Company may seek specific performance of Employee's obligations under this Agreement.

## 8. ADDITIONAL PROVISIONS

### 8.1 Governing Law

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

#### **8.2 Jurisdiction and Venue**

Any legal action arising under this Agreement shall be brought exclusively in the state or federal courts located in [County], [State].

#### **8.3 No Waiver**

The failure of Company to enforce any provision of this Agreement shall not constitute a waiver of Company's right to enforce such provision in the future.

#### **8.4 Amendment**

This Agreement may only be amended by a written document signed by both parties.

#### **8.5 Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior negotiations, representations, and agreements.

### **9. EMPLOYEE ACKNOWLEDGMENTS**

Employee acknowledges that:

- a. Employee has carefully read and understands all provisions of this Agreement;
- b. Employee has had the opportunity to consult with legal counsel regarding this Agreement;
- c. Employee is entering into this Agreement voluntarily and without coercion;
- d. Employee understands the consequences of violating this Agreement;

### **10. SIGNATURES**

COMPANY:

[Company Name]

By: \_\_\_\_\_ Date: \_\_\_\_\_ [Name], [Title]

EMPLOYEE: \_\_\_\_\_ Date: \_\_\_\_\_ [Employee Name]