# Employee Non-Compete Agreement

This Employment Non-Compete Agreement (the “Agreement”) is made effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_, by and between Infomatics (the “Employer”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the Employee) (collectively referred to as the “Parties”).

For good consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. CONFLICTING EMPLOYMENT:** Employee agrees that during the time of his/her employment with Employer, he/she will not accept nor will he/she engage in employment, consulting or other business activity directly related to the business of the Employer for a period of 24 months.

**2. NON-COMPETE:** Following the termination of contract with Employer for any reason, Employee agrees not to engage directly or indirectly in any business substantially similar to or in competition with the business of the Employer, it successors or assigns for a period of 1 year) within a radius of 10 miles of Employer’s assignments.

For purposes of this agreement, engaging in “any business substantially similar to, or in competition with the business of Employer” shall mean: (i) engaging in a business as an owner, partner or agent; (ii) taking employment with a third party engaged in such business either as an employee, contractor or consultant; or (iii) soliciting customers for the benefit of a third party engaged in such business.

**3. COMPLETION OF CONTRACT:** Employee agrees that for a period of 24 months following the start of his/her employment with Employer, Employee will not induce, breach contractual obligations of the project assignment of any of the Employer’s contract or enter into another employment arrangement with Employee or a third party.

**4. CONFIDENTIALITY:** Employee acknowledges that Employer shall or may, in reliance upon this Agreement, grant Employee access to Employer’s confidential and proprietary information. Employee agrees to not disclose to any other person (unless required by law) or use for personal gain any such confidential or proprietary information at any time during or after the termination of employment, unless Employer grants express, written consent of such a disclosure.

**5. CONTINUING OBLIGATIONS:** Notwithstanding the termination of Employee for any reason, Sections 1, 2, 3 and 4 of this Agreement will continue in full force and effect following such termination.

**6. BINDING EFFECT:** The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

##### 7. WAIVER: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

##### 8. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

##### 9. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Employee and Employer.

##### 10. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**EMPLOYER:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name – Please Print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Position)

**Employee:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name – Please Print)