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## Free Non-Compete Agreement Template

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This Non-Compete Agreement (“Agreement”), dated \_\_\_\_\_, shall constitute prohibiting a party from sharing certain and confidential and proprietary information and trade secrets (Confidential Information) relating to the business of \_\_\_\_\_, with a mailing address of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (“Employer”) and \_\_\_\_\_, with a mailing address of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (“Employee”) and collectively the Non-Compete Holder and Recipient shall be referred to as the “Parties”,

WHEREAS, the Employer employs the Employee which industry may be the same as other businesses which may be in compete with the Employer's business;

WHEREAS, the Employee, without restriction to multiple employment, agrees to certain restrictions herein as partial consideration for the Employer’s employment with the company.

NOW, THEREFORE, for and in consideration of the mutual agreements herein provided, the parties to this Contract agree to as follows:

## **1. Non-Compete/Disclosure**

During the Time Period stated in Article 2 of this Agreement, the Employee agrees not to;

- Provide the same or similar industry products, services or engage in any other way a representation of any other business of a similar nature to the business of the Employer. It is understood by the Employee that the Employee shall be representing the Employer exclusively during their tenure unless written notice has been provided by either of the Parties.
- Directly or indirectly engage in any similar business practice of the Employer while being in contact with the Employer's current or former clients. Nor shall the Employee solicit any client of the Employer for the benefit of a third party that is engaged in a similar business to that of the Employee.
- Engage in business activity, whether paid or unpaid, with the competitor of the Employer that provides a similar product or service.
- Hire, work alongside or partner with any current employees, sales staff, or former employees or sales staff of the Employer.

## **2. Time Period**

The Employee warrants and guarantees that this Agreement, including all its non-compete limitations, shall be for the following duration:

The non-compete period shall start on the event of \_\_\_\_\_, and shall end after \_\_\_\_\_ years ("Time Period").

## **3. Purchase Option**

The Employer shall allow the Employee to void this Agreement at any time and release all liability in connection with this Agreement by payment to the Employer in the amount of \$\_\_\_\_\_.

## **4. Confidential Information and Return of the Employer's Property**

During Employee's relationship with the Employer (including his relationship with the Employer prior to the date of this Agreement), Employee has been and/or will be exposed to and has received or will receive confidential and proprietary information of the Employer or its Affiliates, including but not

limited to lists of Customers or proposed Customers, technical information, computer software, know-how, processes, business and marketing plans, strategies, training and operational procedures, information concerning the Employer's products, promotions, development, financing, business policies and practices, formulae, patterns, compilations, databases, programs, devices, methods, techniques, or processes, and other forms of information in the nature of trade secrets (collectively, the "Confidential Information").

From the date of execution hereof and for as long as the information or data remains Confidential Information, Employee shall not use, disclose, or permit any person to obtain any Confidential Information of the Employer. Employee agrees that he will protect the Confidential Information by using all reasonable care, and further agrees that he will not disclose, transfer, use, copy, or allow third parties access to any such Confidential Information, except as expressly authorized by the Employer. To the extent Confidential Information of the Employer does not qualify as a trade secret under applicable law, it will nonetheless be protected under this Agreement.

Upon the request of the Employer, but in any event upon termination of Employee's employment with the Employer, Employee shall surrender to the Employer all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials (and all copies thereof) furnished by the Employer to the Employee, including all Confidential Information.

## **5. Jurisdiction**

The jurisdiction of this Agreement shall cover the areas of \_\_\_\_\_.

## **6. Permitted Disclosure**

Confidential Information does not include information which:

- Has become generally known to the public through no wrongful act by the Employee,
- Has been rightfully received by the Employee from a third party without restriction on disclosure and without a breach of an obligation of confidentiality running either directly or indirectly to the Employee,
- Has been disclosed pursuant to the requirement of a governmental agency or a court of law without similar restrictions or other protections against public disclosure,
- Has been independently developed by the Employee without use, directly or indirectly of the Employer's Confidential Information.

## **7. Enforcement**

Employee acknowledges that:

- the restrictions contained in this Agreement are reasonable in scope and are necessary to protect the Employer's legitimate interests in protecting its business, and
- any violation of the restrictions contained in this Agreement will cause significant and irreparable harm to the Employer for which the Employer has no adequate remedy at law.

The parties agree that damages at law, including, but not limited to monetary damages, will or may be an insufficient remedy to the Employer and that (in addition to any remedies that are available to the Employer, all of which shall be deemed to be cumulative and retained by the Employer and not waived by the enforcement of any remedy available hereunder) the Employer shall also be entitled to obtain injunctive relief, including but not limited to a temporary restraining order, a temporary or preliminary injunction or a permanent injunction, to enforce the provisions of this Agreement, as well as an equitable accounting of and constructive trust for all profits or other benefits arising out of or related to any such violation, all of which shall constitute rights and remedies to which the Employer may be entitled.

## **8. Miscellaneous**

### **- Notices**

All notices under this Agreement shall be in writing and shall be considered as properly given or made if hand delivered, sent by certified mail, overnight delivery service, facsimile or e-mail and addressed to the location set forth in the preamble to this Agreement or to such other address as any party may have designated by like notice furnished to all other parties hereto. All notices shall be deemed effective when deposited in the U.S. mail, received by an overnight carrier or other delivery service or, when sent by facsimile or e-mail, when confirmation of delivery is obtained by the sender.

Assignment. This Agreement shall be assignable by the Employer without the need to obtain the consent of the Employee. This Agreement shall inure to the benefit of and be enforceable by the successors and assigns of the Company, including, without limitation, any successor or assign to all or substantially all of the business and/or assets of the Company, whether direct or indirect, by purchase, merger, consolidation, acquisition of stock or otherwise.

**- Jurisdiction**

This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of \_\_\_\_\_. Venue for all purposes shall be deemed to lie within \_\_\_\_\_ County, \_\_\_\_\_. The parties agree that this Agreement is one for performance in \_\_\_\_\_. The parties to this Agreement agree that they waive any objection, constitutional, statutory or otherwise, to a \_\_\_\_\_ court's exercise of jurisdiction over any dispute between them and specifically consent to the jurisdiction of the \_\_\_\_\_ courts. By entering into this Agreement, the parties, and each of them understand that they may be called upon to answer a claim asserted in a \_\_\_\_\_ court.

**- Legal Fees and Costs**

If a legal action is initiated by any party to this Agreement against the other party arising out of or relating to the alleged performance or non-performance of any right or obligation established hereunder, any and all fees, costs and expenses reasonably incurred by each successful party or its legal counsel in investigating, preparing for, prosecuting, defending against, or providing evidence, producing documents or taking any other action in respect of, such action shall be the obligation of and shall be paid or reimbursed by the unsuccessful party.

**- Waiver of Jury Trial**

The parties hereby acknowledge that any dispute arising out of this Agreement will necessarily include various complicated legal and factual issues and therefore knowingly, voluntarily and intentionally waive trial by jury in any litigation in any court with respect to, in connection with or arising out of this Agreement, or the validity, interpretation, or enforcement hereof.

**- Waiver**

The waiver by the Employer of a breach of this Agreement shall not be construed as a waiver of any subsequent breach by the Employee. The refusal or failure of the Employer to enforce the restrictive covenants contained herein or contained in any other similar agreement against any other employee, agent or independent contractor of the Employer, for any reason, shall not constitute a defense to the enforcement of this Agreement by the Employer against Employee, nor shall it give rise to any claim or cause of action by Employee against the Employer.

**- Acknowledgments**

Employee acknowledges that he has been provided with a copy of this Agreement for review prior to signing it, that the Employer has encouraged Employee to have this Agreement reviewed by his attorney prior to signing it and that Employee understands the purposes and effects of this Agreement.

**- Separability Clause**

Should any of the provision of this Agreement be held invalid by any competent court, the same shall apply only to the said provision involved and the remaining provisions hereof shall remain valid and enforceable.

**- Agreement Modification**

No modification or alteration of this Agreement shall be considered as having been made unless executed in writing and duly signed by the parties hereto.

**- Relativity**

This Agreement inures to the benefit of, and is binding upon the successions and assigns of the parties hereto.

**- Prior Understandings**

This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. The Agreement supersedes all prior understanding, agreements, or representations.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Employer's Representative**

**Employee Signature**

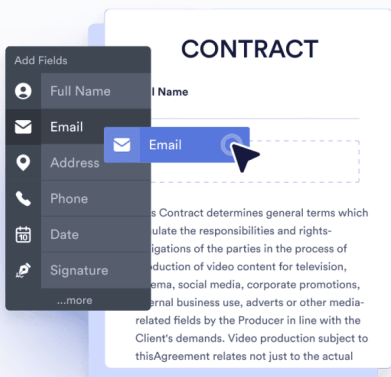


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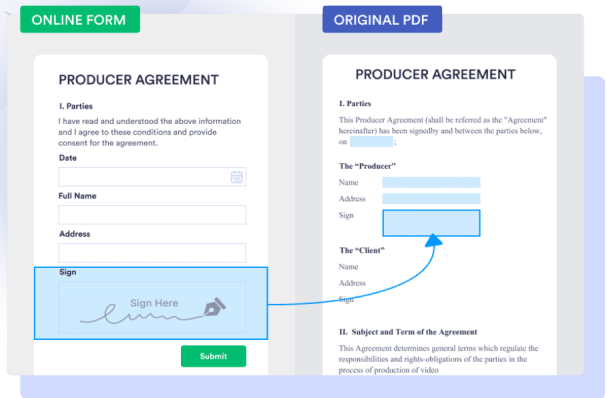
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