

EMPLOYEE NON-COMPETE AGREEMENT

I. **THE PARTIES.** This Employee Non-Compete Agreement ("Agreement") made this _____, 20____ is made between:

Employer: _____, ("Employer") with a mailing address of _____, shall have ownership of this Agreement under which:

Employee: _____, ("Employee") with a mailing address of _____, shall be bound to this Agreement.

This Agreement is for the purpose of employment in order to protect the legitimate business interests of the Employer.

II. **CONSIDERATION.** In exchange for the Non-Compete, the Employee shall receive the following benefit: (check one)

☐ - **New Employment.** The promise of new employment that is ancillary to an employment contract.

☐ - **Continued Employment.** The promise of continued employment that: (check one)

☐ - Does not include a promotion.

☐ - Does include a promotion to the position of _____ and an increase in pay to \$_____ per ☐ Year ☐ Hour.

☐ - **Cash Payment.** \$_____.

☐ - **Other.** _____.

III. **NON-COMPETE.** The Employee shall be prohibited to participating in the following businesses, services, and industries: _____.

Hereinafter known as the "Non-Compete."

IV. **TERM.** The Employee shall be bound to the Non-Compete for:

Start Period: (check one)

☐ - Beginning immediately after termination of employment.

☐ - Date of _____, 20____.

☐ - Other. _____.

End Period: (check one)

☐ - For _____ ☐ Years ☐ Months after termination of employment.

☐ - Date of _____, 20____.

☐ - Other. _____.

The Start Period and the End Period shall be known as the "Term."

V. GEOGRAPHICAL LIMITS. The Employee shall be bound to the Non-Compete within the following areas: _____.

VI. NON-SOLICITATION. The Employee shall be prohibited from engaging with the following individuals: (check all that apply)

☐ - **Employees.** The Employee shall be prohibited from associating themselves with: (check one)

☐ - **All Employees of the Employer.** The Employee shall be prohibited from engaging with any former or current employees, contractors, affiliates, and similar parties of the Employer under which a business relationship has been created.

☐ - **Specific Employees of the Employer.** The Employee shall be prohibited from engaging with the following employees and contractors of the Employer: _____.

☐ - **Customers.** The Employee shall be prohibited from associating themselves with: (check one)

☐ - **All Customers of the Employer.** The Employee shall be prohibited from engaging with any former or current customers, clients, and similar parties of the Employer under which a business relationship has been created.

☐ - **Specific Customers of the Employer.** The Employee shall be prohibited from engaging with the following customers and clients of the Employer: _____.

VII. PURCHASE OF RELEASE. The Employer offers that the Employee: (check one)

☐ - **Cannot Purchase a Release.** The Employee has no option, during the Term or any period thereafter, to purchase the rights of the Non-Compete and Agreement from the Employer for the purposes of waiving any liability or releasing themselves under this Agreement.

☐ - **Can Purchase a Release.** The Employee has the option, during the Term or any period thereafter, to purchase and waive all liability of the Non-Compete and this Agreement for the sum of \$_____ as payment to the Employer.

VIII. CONFIDENTIAL INFORMATION. The Employer and Employee agree that the Employee shall be prohibited from releasing Confidential Information. The Employee shall be prohibited from expressing or sharing any and all technical and non-technical information provided by the Employer, including but not limited to: data or other proprietary information relating to products, inventions, plans, methods,

processes, know-how, developmental or experimental work, computer programs, databases, authorship, customer lists (including names, buying habits or practices of any clients), names of vendors or suppliers, marketing methods, reports, analyses, business plans, financial information, statistical information, or any other subject matter pertaining to any business of the Employer or any of its respective clients, consultants, or licensees that is disclosed to the Employee under the terms of this Agreement.

a.) Limitations. Confidential Information shall not include information which:

- i.) Has become generally known to the public through no wrongful act by the Employee;
- ii.) Has been rightfully received by Employee from a third party without restriction on disclosure and without breach of an obligation of confidentiality running either directly or indirectly to the Employee;
- iii.) Has been approved for release to the general public by written authorization of the Employer;
- iv.) 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; or,
- v.) Has been independently developed by the Employee without use, directly or indirectly, of the Employer's Confidential Information.

b.) Employees and Contractors. The Employee agrees to disclose Confidential Information to any agents, affiliates, directors, officers, or any other employees, collectively known as the "Employees," solely on a need-to-know basis and represents that such Employees have signed appropriate non-disclosure agreements or have taken appropriate measures imposing on such Employees a duty to third parties:

- i.) To hold any third-party proprietary information received by such Employees in the strictest confidence;
- ii.) Not to disclose such third-party Confidential Information to any other third party; and
- iii.) Not to use such Confidential Information for the benefit of anyone other than to whom it belongs without the prior express written authorization of the Employer.

c.) Best Practices. The Employee acknowledges they may or may not have access to the Employer's Confidential Information and agrees that it shall not directly or indirectly divulge, disclose, or communicate any of the Confidential Information to any third party, except as may be required during any formal business association or dealings on behalf of the Employer for any event, with the prior written approval of the Employer. The Employee

acknowledges that no license of the Confidential Information, by implication or otherwise, is granted to the Employee by reason of this Agreement. Additionally, the Employee acknowledges that it may only use the Confidential Information in connection with its business dealings with the Employer and for no other purpose without the prior written consent of the Employer.

- d.) Records. The Employee further agrees that all Confidential Information, including, without limitation, any documents, files, reports, notebooks, samples, lists, correspondences, software, or other written or graphic records provided by the Employer or produced using the Employer's Confidential Information, will be held strictly confidential and returned upon request to the Employer.
- e.) Return of Materials. Upon termination or expiration of this Agreement, or upon written request of the Employer, the Employee shall promptly return to the Employer all physical and digital materials representing the Employer's Confidential Information and all copies thereof. The Employer shall notify the Employee immediately upon discovery of any loss or unauthorized disclosure of the Confidential Information.

IX. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without reference to its conflicts of laws principles. Any disputes arising from or related to the subject matter of this Agreement shall be heard in a court of appropriate jurisdiction of the Employer's principal office, and the Employer and Employee hereby consent to the jurisdiction and venue of these courts.

- a.) Severability. If any provisions of this Agreement or its applications are held to be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of any other provisions and applications herein shall not in any way be affected or impaired.
- b.) Remedies. Should the Employee breach any of the provisions of this Agreement, the Employee agrees to reimburse the Employer for any loss or expenses incurred by the Employer as a result of any prohibited use or activity under this Agreement, including, without limitation, court costs and reasonable attorneys' fees incurred by the Employer in enforcing the provisions hereof. The Employee further agrees that any unauthorized use or activity shall result in irreparable damage to the Employer and that the Employer shall be entitled to an award by any court of competent jurisdiction of a temporary restraining order and/or preliminary injunction against such unauthorized use or activity by the Employee without the need to post a bond. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law of equity.

X. ADDITIONAL TERMS. _____

XI. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the Employer and Employee and may only be modified by the signature of both parties hereto.

Employee Signature: _____ **Date:** _____
Print Name: _____

Employer Signature: _____ **Date:** _____
Print Name: _____