# Non-Compete Agreement

\*\*This Non-Compete Agreement (the “Agreement”) is made and entered into as of [Date] by and between:\*\*

\*\*[Your Business Name]\*\*
Address: [Your Business Address]
("Employer")

and

\*\*[Employee’s Name]\*\*
Address: [Employee’s Address]
("Employee")

\*\*Collectively referred to as the "Parties."\*\*

## 1. Purpose

This Agreement is intended to protect the legitimate business interests of the Employer by restricting the Employee’s ability to engage in competitive activities during and after their employment.

## 2. Non-Compete Obligations

\*\*2.1 During Employment\*\*
The Employee agrees that during their employment with the Employer, they will not:
- Engage in any business activities, directly or indirectly, that compete with the Employer.
- Provide services to any competitors of the Employer.

\*\*2.2 Post-Employment Restrictions\*\*
For a period of [Timeframe, e.g., 12 months] following the termination of employment, the Employee agrees not to:
- Work for or provide services to any business that directly competes with the Employer within [Geographic Area, e.g., 50 miles of Employer's business location].
- Solicit or attempt to solicit the Employer’s customers, clients, or employees for competitive purposes.

## 3. Scope of Agreement

This Agreement applies to the following:

- \*\*Restricted Business Activities:\*\* [Define specific industries, services, or types of businesses considered competitive.]
- \*\*Geographic Scope:\*\* [Specify the location or regions where the restrictions apply.]
- \*\*Timeframe:\*\* The restrictions will remain in effect for [Timeframe, e.g., 12 months, 24 months].

## 4. Consideration

In exchange for the Employee agreeing to the terms of this Non-Compete Agreement, the Employer agrees to provide:

- Employment or continued employment.
- Access to the Employer’s proprietary information, trade secrets, or customer relationships.

## 5. Confidentiality

The Employee acknowledges that they may have access to confidential and proprietary information belonging to the Employer. The Employee agrees to maintain the confidentiality of such information during and after their employment.

## 6. Enforceability

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement shall be interpreted to the maximum extent permitted by law.

## 7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [State].

## 8. Remedies

The Employee acknowledges that a breach of this Agreement may cause irreparable harm to the Employer. In such cases, the Employer is entitled to seek injunctive relief, in addition to any other legal remedies available.

## 9. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, written or oral, concerning this subject matter.

## 10. Amendments

This Agreement may only be amended in writing, signed by both Parties.

\*\*11. Signatures\*\*

\*\*Employer:\*\*
[Your Business Name]
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*Employee:\*\*
[Employee’s Name]
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*This template is a starting point and should be customized based on the needs of your business and local laws. You may also want to consult a legal professional to ensure compliance with regulations.*