

# 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 \_\_\_\_\_, and

Employee: \_\_\_\_\_, (“Employee”) with a mailing address of \_\_\_\_\_.

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 consideration: \_\_\_\_\_.

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

IV. **TERM.** The Employee shall be bound to the Agreement for: \_\_\_\_\_.

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 all employees and customers of the Employer during the term of this Agreement.

VII. **CONFIDENTIAL INFORMATION.** At no time during the term of this Agreement or after will the Employee be permitted to divulge, disclose, or use for their own benefit any information that is proprietary to the Employer.

VIII. **SEVERABILITY.** If any provision of this Agreement is deemed to be invalid or unenforceable, the remainder of this Agreement shall be enforced to the maximum extent of the law.

IX. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

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: \_\_\_\_\_