

[Company Logo]

## NON-COMPETE AGREEMENT

THIS NON-COMPETE AGREEMENT ("Agreement") is made as of [EFFECTIVE DATE] by and between [COMPANY NAME] ("Company"), with its principal place of business at [COMPANY ADDRESS] and [EMPLOYEE FULL NAME] ("Employee"), with its principal place of residence at [EMPLOYEE ADDRESS].

### 1. Definitions

#### 1.1 Restricted Business.

The "Restricted Business" shall mean any activity that relates to [ENTER RESTRICTED BUSINESS DETAILS].

#### 1.2 Restricted Territory.

The "Restricted Territory" shall mean [ENTER RESTRICTED TERRITORY - INCLUDING CITIES, STATES, ETC].

#### 1.3 Restricted Period.

The "Restricted Period" shall mean the period starting on [EMPLOYEE START DATE] and ending [RESTRICTED TERM - SUCH AS 1 YEAR AFTER TERMINATION].

### 2. Consideration

Employee expressly acknowledges that the covenants of this Agreement are supported by good and adequate consideration.

### 3. Non-Compete

#### 3.1 Restrictions.

During the Restricted Period and within the Restricted Territory, Employee shall not, directly or indirectly, without the prior written consent of the Company, own, manage, operate, join, control, finance or participate in the ownership, management, operation, control or financing of, or be connected as an officer, director, employee, partner, principal, agent, representative, or consultant of any entity engaged in the Restricted Business.

#### 3.2 Exceptions.

It is not a breach of this Agreement for the Employee to participate as a passive investor holding up to [PASSIVE INVESTMENT PERCENT] of the equity securities of an entity engaged in the Restricted Business, which securities are publicly traded.

#### **4. Non-Solicitation.**

The Employee shall not directly or indirectly induce or attempt to induce any of the employees of the Company to leave the employ of the Company, or solicit the business of any client, customer, or any consultant of the Company.

#### **5. Non-Disclosure**

##### **5.1 Confidential Information.**

"Confidential Information" shall include all non-public and/or business-related information, written or oral, disclosed or made available to the Employee, directly or indirectly, through any means of communication or observation by the Company or any of its affiliates or representatives to or for the benefit of the Employee.

##### **5.2 Confidentiality.**

The Employee agrees to hold the Confidential Information in strict confidence.

##### **5.3 Non-Disclosure.**

The Employee shall not (i) disclose any Confidential Information to any person, except in the performance of the Employee's obligations under the [Employment/Purchase] Agreement or (ii) use any Confidential Information for the benefit of any person other than the Company.

##### **5.4 Return of Property.**

At the Company's request, all Confidential Information in the possession of the Employee shall be promptly returned to the Company or destroyed, depending on the Company's instructions.

#### **6. Acknowledgements.**

The Employee acknowledges that the restrictions, prohibitions, and other provisions of this Agreement, including the Restricted Area and Restricted Period, are reasonable, fair and equitable in scope, terms, and duration, are necessary to protect the legitimate business interests of the Company, and are a material inducement to the Company to enter into this Agreement.

#### **7. Representations and Warranties**

##### **7.1 Authority.**

Each Employee warrants that it has the authority to enter into this Agreement for itself and its corporate affiliates and subsidiaries.

## **7.2 No Conflict.**

Each Employee that the execution and delivery of this Non-Compete Agreement nor the performance of this Non-Compete Agreement will result directly or indirectly in a violation or breach of: (i) any agreement or obligation each Employee is or may be bound; or (ii) any law, rule or regulation.

## **8. Remedies**

Any [NJUNCTIVE STANDARD of this Agreement may result in irreparable damage to the Company for which the Company will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, the Employee acknowledges and agrees that the Company may immediately seek enforcement of this Agreement by means of specific performance or injunction, without any requirement to post a bond or other security.

## **9. General Provisions**

### **9.1 Entire Agreement.**

This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the parties with respect to such subject matter.

### **9.2 Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

### **9.3 Further Assurances.**

The parties shall execute and/or cause to be delivered to each other such instruments and other documents and shall take such other actions, as each Employee may reasonably request at any time for the purpose of carrying out or evidencing any of the provisions of this Agreement.

### **9.4 Amendments.**

This Agreement may not be modified, amended, altered, or supplemented except by the execution and delivery of a written agreement executed by the parties hereto.

### **9.5 Waiver.**

The waiver of a breach of any provision of this Non-Compete Agreement shall not operate as or be construed as a waiver of any subsequent breach of this Non-Compete Agreement.

## 9.6 Notices.

All notices, demands, requests, or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to [COMPANY FULL NAME]:

[COMPANY ADDRESS]

Attention: [COMPANY CONTACT NAME]

If to [EMPLOYEE NAME]:

[EMPLOYEE ADDRESS]

Attention: [EMPLOYEE CONTACT NAME]

## 9.7 Assignment.

Neither Employee may delegate its obligations or assign its rights to another person or entity without the prior written consent of the other Employee.

## 9.8 Governing Law.

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

## 9.9 Consent to Jurisdiction.

Each Employee hereto hereby irrevocably submits to the exclusive venue in state or federal court in VENUE for the purposes of any suit, action or proceeding arising out of or relating to this Agreement, and hereby waives, and agrees not to assert in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such court, that the suit, action or proceeding is brought in an inconvenient forum or that the venue of the suit, action or proceeding is improper.

## 9.10 Waiver of Jury Trial.

Each Employee irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement, any other related document or the transactions contemplated hereby or thereby

### **9.11 Severability.**

If, for any reason, any provision of this Agreement, or any part of any provision, is held invalid, such invalidity shall not affect any other provision of this Agreement or any part of such provision not held so invalid, and each such other provision and part thereof shall to the full extent consistent with law continue in full force and effect.

### **9.12 Attorney Fees.**

If any Employee to this Agreement brings an action to enforce its rights under this Agreement, the prevailing Employee shall be entitled to recover its costs and expenses, including without limitation, reasonable attorney fees, incurred in connection with such action, including any appeal of such action.

IN WITNESS WHEREOF, the Parties have each executed and delivered this Agreement as of the Effective Date.

[COMPANY FULL NAME]

By:

(Name)

(Title)

(Date)

[EMPLOYEE FULL NAME]

(Name)

(Title)

(Date)