

Non-Compete Agreement

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Non-Compete Agreement

This Non-Compete Agreement ("Agreement") is entered into as of [DATE], by and between:

Employer: [EMPLOYER LEGAL NAME], a [STATE] [ENTITY TYPE], with its principal place of business at [EMPLOYER ADDRESS] ("Company")

Employee: [EMPLOYEE FULL NAME], residing at [EMPLOYEE ADDRESS] ("Employee")

RECITALS

WHEREAS, the Company is engaged in [DESCRIBE BUSINESS]; and

WHEREAS, the Employee will have access to the Company's confidential information, trade secrets, client relationships, and proprietary methods in the course of employment; and

WHEREAS, the Company and Employee wish to protect the Company's legitimate business interests;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Restricted Activities

During the Restricted Period (defined below), Employee shall not, directly or indirectly:

- (a) Engage in, own, manage, operate, or provide services to any business that competes with the Company's [SPECIFIC BUSINESS AREA] within the Geographic Scope defined below;
- (b) Solicit, contact, or attempt to divert any client or customer of the Company with whom Employee had material contact during the last [12/24] months of employment;
- (c) Recruit, solicit, or hire any employee or contractor of the Company, or encourage any such person to leave the Company's service.

2. Geographic Scope

The restrictions in Section 1 apply within [DESCRIBE GEOGRAPHIC AREA, e.g., "a 25-mile radius of the Company's offices located at [ADDRESS]" OR "the following states: [LIST STATES]" OR "the metropolitan area of [CITY]"].

3. Duration

The restrictions in this Agreement shall apply during Employee's employment and for a period of twelve (12) months following the termination of Employee's employment for any reason (the "Restricted Period").

4. Consideration

In exchange for Employee's agreement to the restrictions in this Agreement, the Company shall provide:

[SELECT ONE OR MORE:]

- (a) Employment with the Company and access to its confidential information and trade secrets;
- (b) A one-time payment of \$[AMOUNT], payable within [NUMBER] days of execution of this Agreement;
- (c) [OTHER CONSIDERATION, e.g., promotion, salary increase, stock options, signing bonus].

Employee acknowledges that the consideration provided is adequate and sufficient.

5. Exceptions

Notwithstanding the foregoing, this Agreement does not prohibit Employee from:

(a) Owning less than 5% of the outstanding shares of a publicly traded company that competes with the Company;

(b) Working in a role for a competing business that is unrelated to the Company's [SPECIFIC BUSINESS AREA] and does not involve the use of the Company's confidential information;

(c) [ADDITIONAL EXCEPTIONS AS APPLICABLE].

6. Remedies

(a) Employee acknowledges that a breach of this Agreement would cause irreparable harm to the Company for which monetary damages would be an inadequate remedy. Accordingly, the Company shall be entitled to seek injunctive relief, including temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting bond.

(b) In addition to injunctive relief, the Company shall be entitled to recover actual damages, including lost profits, resulting from any breach.

(c) The prevailing party in any action to enforce this Agreement shall be entitled to recover reasonable attorney's fees and costs.

(d) The Restricted Period shall be extended by the duration of any breach by Employee (i.e., the clock tolls during violation).

7. Severability

If any provision of this Agreement is held to be unreasonable or unenforceable, the parties agree that a court of competent jurisdiction may modify the provision to the minimum extent necessary to make it enforceable, rather than voiding it entirely.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to conflicts of law principles.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior negotiations, representations, and agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

EMPLOYER:

Signature: _____

Name: [AUTHORIZED SIGNATORY NAME]

Title: [TITLE]

Date: [DATE]

EMPLOYEE:

Signature: _____

Name: [EMPLOYEE FULL NAME]

Date: [DATE]