

Non-Competition Agreement

(employee)

When printing this Non-Competition Agreement Form (employee) all the adverts and this line of text will be hidden

IN CONSIDERATION OF EMPLOYMENT AND OTHER VALUABLE CONSIDERATION that is acknowledged, the undersigned, _____, (hereinafter "Employee") shall not engage in a business in any manner similar to, or in competition with, _____ (hereinafter the "Company") or the Company's affiliated businesses during the term of his or her employment.

Furthermore, the Employee shall not engage in a business in any manner similar to, or in competition with, the Company's business for a period of _____ (____) years from the date of termination of his or her employment with the Company in the geographical area within a _____ (____) mile radius of any present or future office opened by the Company during the term of employment.

The Employee agrees that the above restriction is reasonable as to length of time and geographical area and waives any objection thereto.

For the purpose of this agreement, the Employee shall be regarded as engaging in a "business in any manner similar to, or in competition with, the Company's business" if, directly or as an independent contractor or employee of any business, the Employee is engaged in the business of _____ or such other business or businesses as the Company is engaged in either individually or as part of some other business entity or affiliate during the term of the Employee's employment by the Company.

The Employee shall not request any customers of any business then being conducted or contemplated by the Company or its affiliates to curtail or cancel their business with the business or its affiliates.

The Employee shall not disclose to any person, firm, or corporation any trade, technical or technological secrets, any details of organizations or business affairs, any names of past or present customers of the Company or its affiliates or any other information relating to the business or businesses or their affiliates.

The Employee shall not solicit, canvass, or accept any business or transaction for any other person, firm, corporation, or business similar to any business of the Company or its affiliates.

The Employee shall not induce, or attempt to influence, any employee of the Company or its affiliates to terminate employment with the Company or its affiliates or to enter into any employment or other business relationship with any other person (including the Employee), firm, or corporation.

The Employee shall not act or conduct himself or herself in any manner that he or she shall have reason to believe is inimical or contrary to the best interests of the Company or its affiliates.

The Employee shall not perform any act in violation hereof through any other person or entity, or through any plan, scheme, or design calculated to circumvent the requirements hereof.

The Employee recognizes that immediate and irreparable damage will result to the Company if the Employee breaches any of the terms and conditions of this agreement and, accordingly, the Employee hereby consents to the entry of temporary, preliminary, and permanent injunctive relief by any court of competent jurisdiction against him or her to restrain any such breach in addition to any other remedies or claims for money damages that the Company may seek. The Employee agrees to render an equitable accounting of all earnings, profits and other benefits arising from such violations; and to pay all costs and fees incurred by the Company in enforcing this agreement.

The Employee represents and warrants to the Company that his or her experience and capabilities are such that he or she can obtain employment in business without breaching the terms and conditions of this agreement and that his or her obligations under the provisions of this agreement (and the enforcement thereof by injunction or otherwise) will not prevent him or her from earning a livelihood.

The Employee recognizes and agrees that the Company does not have a remedy at law adequate to protect the Company's rights and interests as set forth in this agreement, and the Employee therefore agrees that the Company shall have the right to an injunction enjoining the Employee from violating the provisions of this agreement. If any action at law is necessary to enforce or interpret the terms of this agreement, the Employee agrees to pay the Company reasonable attorney fees and costs in addition to any damages to which the Company may be entitled.

This agreement constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, understandings and agreements, whether oral or written, of any nature whatsoever with respect to the term of employment that is the subject matter hereof, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein between the Company and the Employee.

This agreement is not to be changed, modified or terminated unless it is changed in writing, and signed by the parties hereto.

If any provision hereof is determined to be invalid or unenforceable, the remainder of this agreement shall be unaffected thereby and shall be enforceable.

This agreement shall be construed and enforced in accordance with the laws of the State of _____.

IN WITNESS WHEREOF, the parties understand, and agree to this agreement. The parties understand and intend to be bound by all of the clauses contained in this agreement and further certify that they have received signed copies of this agreement on this date.

Company: _____

Authorized Signature for Company:

Employee Name: _____

Employee Signature: _____