

Non-Compete Agreement

This Non-Compete Agreement (the "Agreement") is made this _____ day of _____ between _____(EMPLOYEE) and _____(Company) (hereinafter referred to as the "Company"), who hereby agree as follows:

1. The EMPLOYEE shall devote his/her full working time to the business of the Company, being excused only during standard vacation times and periods of temporary absence.
2. During employment with the Company, the EMPLOYEE may not, directly or indirectly, invest or engage in any business that is competitive with that of (Company Name), nor will the EMPLOYEE accept employment or render services to a competitor as a director, officer, agent, EMPLOYEE, or consultant. Any exceptions to this Agreement must be with prior written consent of senior management of (Company).
3. The EMPLOYEE will serve the Company in an exclusive capacity. Accordingly, as a condition of employment, the EMPLOYEE must agree that, in the event that his/her employment terminates for any reason, for a one year period, the EMPLOYEE will not, directly or indirectly, either for himself/herself or through any kind of ownership as a director, agent, EMPLOYEE, or consultant, for any other person, firm, or corporation, call on, solicit, take away, or cause the loss of clients of the Company, within the assigned territory, on whom the EMPLOYEE has called or with whom he/she became acquainted during his/her employment immediately preceding the termination of employment.. It is expressly agreed and understood that the remedy at law for breach of covenant is inadequate and that injunctive relief shall be available to prevent the breach thereof.
4. As a condition of employment the EMPLOYEE must agree that, in the event his/her employment terminates for any reason, for a *one* year period, the EMPLOYEE will not, directly or indirectly, either for himself/herself or through any kind of ownership as a director, agent, EMPLOYEE or consultant, for any other person, firm, or corporation call on, solicit, take away or cause the loss of employees of the Company with whom the EMPLOYEE has worked and/or became acquainted during his/her employment with the Company. It is expressly agreed and understood that the remedy at law for breach of covenant is inadequate and that injunctive relief shall be available to prevent the breach thereof.
5. All information related to the business of (Company), including but not limited to the identity of customers and suppliers of the Company, forms, arrangements with such suppliers and customers, and technical data relating its products, services and production of its services shall be treated as confidential by the EMPLOYEE during and after termination or resignation of the EMPLOYEE. Except with prior written approval of the Company, the EMPLOYEE shall not disclose any such information at any time to any person except authorized personnel of the Company. In the event of a breach of threatened breach by the EMPLOYEE of these provisions, the Company shall, in addition to other remedies, be entitled to an injunction in restraining the EMPLOYEE from disclosing, in whole or in part, any such information or advertising concepts, or from rendering any services to any person, firm, or corporation to whom such information may be disclosed or is threatened to be disclosed.
6. All data, forms, manuals, and other records and written material prepared or compiled by the EMPLOYEE or furnished to the EMPLOYEE while in the EMPLOYEE of the Company shall be the sole and exclusive property of the Company.
7. This Agreement does not create any right to employment with the Company and is in addition to other agreements that may have been signed by the EMPLOYEE and the Company. Except as specified herein, this Agreement does not limit any rights of EMPLOYEE or the Company created by other contracts or laws.

Signatures:

EMPLOYEE: _____ Date: _____

(Company Name) _____ Date: _____

Name of Company representative: _____

Title of Company representative: _____