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NON-COMPETE AGREEMENT TEMPLATE (MUTUAL)

Here's Your *FAST* Non-Compete Agreement Template

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NON-COMPETE AGREEMENT

(Note: Rules regarding legal sufficiency of non-compete agreements vary by state. Please consult your state rules and have the form reviewed by a lawyer in your state regarding additional language).

This Non-compete Agreement (the “Agreement”) is entered into this **[INSERT DATE]** day of **[INSERT MONTH AND YEAR]** by and between **[INSERT COMPANY NAME/INDIVIDUAL]**, with an address at **[INSERT ADDRESS]**, (the “Employer/Company”) and **[INDIVIDUAL]**, with an address at **[INSERT ADDRESS]** (the “Employee/Stockholder”). Employer/Company and Employee/Stockholder may each be referred to from the time to time herein as a “Party”, and may collectively be referred to herein as the “Parties”.

1. Acknowledgement

[STATE TYPE OF BUSINESS AND ACKNOWLEDGEMENT OF THE INDIVIDUAL THAT THE NATURE OF THE BUSINESS IS UNIQUE, SPECIALIZED, AND CONSTITUTES A TRADE SECRET. INCLUDE SUBJECT MATTER WHICH IS A TRADE SECRET, CUSTOMER LISTS, METHOD OF OPERATION, PRICING, ETC.]

2. Competition

[1. STATE TIME PERIOD FOR WHICH THE INDIVIDUAL MAY NOT COMPETE – USUALLY BETWEEN FROM A FEW MONTHS TO A COUPLE OF YEARS. TERM HAS TO BE REASONABLE AMOUNT OF TIME]

[2. STATE THE ACTIVITIES THAT ARE PROHIBITED UNDER THE NON-COMPETE]

[3. STATE THE GEOGRAPHIC AREA IN WHICH THE INDIVIDUAL MAY NOT COMPETE IN – CITY, TOWN or NO GEOGRAPHIC AREA APPLIES]

For Example: Individual agrees not to engage in competing business practices for a period of one year, including, any research, engineering, product development in any geographical area where the Company is located, conducts business, or provides service to customers.

3. Confidential Information

[1. STATE CONFIDENTIAL INFORMATION THAT THE INDIVIDUAL CANNOT DISCLOSE]

[2. STATE THE TERM OF NON-DISCLOSURE OF CONFIDENTIAL INFORMATION OR NO TERM AT ALL]

For Example: Individual agrees not to disclose Company's customer list, pricing, method of operation or any trade secret acquired for a period of five years after leaving employment to anyone, including new employer.

4. Non-Solicitation

Individual agrees that for a period of **[INSERT TERM]** years after any termination of **[INSERT SPECIFIC AGREEMENT]** that it will not, directly or indirectly: (a) induce or influence (or attempt to induce or influence) any person who is an **[INDIVIDUAL]** of COMPANY with whom COMPANY has had contact in performance of the **[INSERT SERVICES]**, to terminate his/her relationship with COMPANY, or to accept employment with COMPANY, or (b) aid, assist or abet any third-party in any of the aforementioned activities.

5. Remedies

The COMPANY may pursue any and all remedies available to it and the pursuit of one remedy will not be deemed to exclude any other remedies, including, but not limited to recovery of damages and reasonable attorneys fees. The COMPANY shall have the right to injunctive relief to restrain and enjoin any actual or threatened breach of the provisions contained in this Agreement

6. Severability

If any provision in this Agreement is deemed to be invalid or unenforceable for any reason, it will not affect the remaining provisions and those provisions will continue to be valid and enforceable

7. Governing Law

This Agreement shall be governed by, construed and enforced solely and exclusively in accordance with the laws of the State of **[INSERT STATE]**, USA, without reference to conflict of law principles. Any and all disputes under this Agreement must be brought solely and exclusively in the state courts and the Federal courts located in **[INSERT COUNTY AND STATE]**, USA, and the parties hereby irrevocably consent to the personal jurisdiction and venue of these courts. This Agreement may not be amended except by a writing signed by both parties.

8. Entire Agreement

This Agreement contains the entire agreement and understanding by and between the COMPANY and INDIVIDUAL with respect to the covenants in this agreement. Further, any representations, promises, agreements, or understandings, written or oral, not contained in this Agreement shall have any force or effect.



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives below.

COMPANY

INDIVIDUAL

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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You may also be interested in the following resource:

One-Way Non-Disclosure Agreement:

<http://www.fastbusinessplans.com/business-templates/one-way-non-disclosure-agreement.html>