

Non-Compete and Non-Solicitation Agreement

This Agreement is made and entered into by and between [NAME OF EMPLOYEE] ("You") and [NAME OF COMPANY] ("Company"), and shall become effective as of ____ ("Effective Date").

In consideration of the employment opportunity offered by [NAME OF COMPANY], you, intending to be legally bound, agree to the following terms:

1. Term of Agreement

This Agreement shall be effective from the Effective Date and will remain in force throughout the duration of your employment with the Company, and for a period of **one (1) year** following the end of your employment.

2. Scope of the Agreement

This Agreement is not intended to create a contract of employment. Both you and the Company acknowledge that this does not obligate either party to a specific duration of employment. The scope of this Agreement is limited solely to the non-compete and non-solicitation obligations outlined herein.

3. Non-Compete Obligation

You agree that, during your employment with the Company, you will not engage in any business activity that competes with the Company, nor will you work for or associate with any business that is in competition with the Company.

For **one (1) year** following the termination of your employment, you further agree not to engage, directly or indirectly, in any competitive business activity within a radius of ____ **miles** from the facility where you were last employed by the Company.

4. Non-Solicitation of Personnel

During your employment and for **one (1) year** following its termination, you agree not to solicit or attempt to solicit any employee or independent contractor of the Company on behalf of another business. You also agree not to encourage or induce any such person to leave or breach their relationship with the Company.

5. Non-Solicitation of Clients/Customers

For **one (1) year** after your employment ends, you shall not directly or indirectly

disclose any information regarding the Company's clients or customers, including names or contact details. You further agree not to contact, solicit, or attempt to solicit any customer or client whom you had contact with or became aware of during your employment.

6. Injunctive Relief

You acknowledge that any violation of this Agreement would cause irreparable harm to the Company, for which monetary damages alone would be insufficient. Therefore, the Company shall be entitled to seek injunctive relief in addition to other legal or equitable remedies to enforce the terms of this Agreement.

7. Severability

If any provision of this Agreement is found to be invalid or unenforceable, in whole or in part, the remaining provisions shall remain in full force and effect to the maximum extent permissible by law.

8. Modifications

Any changes to this Agreement must be made in writing and signed by both you and an authorized representative of the Company.

9. Entire Agreement

This document constitutes the full and complete understanding between you and the Company regarding the subject matter herein and supersedes all prior discussions, agreements, or representations.

10. Waiver

Any waiver of a breach under this Agreement must be in writing. A waiver of one provision or breach does not constitute a waiver of any other provision or future breach.

11. Governing Law and Jurisdiction

This Agreement shall be governed and interpreted in accordance with the laws of the State of [STATE]. You agree to submit to the jurisdiction of courts located in [COUNTY], [STATE] for any disputes arising from this Agreement.

Signed and agreed on:

Date: _____

[NAME OF COMPANY]

By: _____

Authorized Representative

Employee Acknowledgment:

By signing below, you confirm that you have read, understood, and agree to all terms in this Agreement, and acknowledge receipt of a copy.

Date: _____

Signature: _____

[NAME OF EMPLOYEE]