

## NON-COMPETE AGREEMENT

This AGREEMENT made and entered into by and between \_\_\_\_\_,  
having a business address of \_\_\_\_\_  
(EMPLOYER), and \_\_\_\_\_, having an address of \_\_\_\_\_  
\_\_\_\_\_ (EMPLOYEE).

WHEREAS, EMPLOYER wishes to employ the services of EMPLOYEE and EMPLOYEE wishes to be employed by EMPLOYER; and

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

**1. Scope of Employer's Business.** EMPLOYER is engaged in the business of:

\_\_\_\_\_  
\_\_\_\_\_

**2. Scope of Non-Compete.** EMPLOYEE agrees that during the term of this Agreement and for two (2) years after termination of this Agreement for any reason, with or without cause, EMPLOYEE will not directly or indirectly market, sell or distribute products or services which compete with EMPLOYER's products and/or services described in paragraph 1 herein within the following geographic region(s) \_\_\_\_\_

\_\_\_\_\_, and  
EMPLOYEE shall not directly or indirectly market, sell or distribute products or services which compete with EMPLOYER's products or services for any Account which EMPLOYEE serviced during the term of this Agreement.

**3. Damages for Breach.** EMPLOYEE agrees to pay liquidated damages in the amount of \$\_\_\_\_\_ to EMPLOYER for any violation of the covenant not to compete contained in paragraph 2 of this Agreement.

**4. Court Interpretation.** The parties acknowledge that they have attempted to limit EMPLOYEE's right to compete only to the extent necessary to protect EMPLOYER from unfair competition. The parties hereby agree that, if the scope or enforceability of the covenant not to compete is in any way disputed at any time, a court or other trier of fact may modify and enforce the covenant to the extent that it believes to be reasonable under the circumstances existing at that time.

**5. Non-Compete Is Reasonable.** EMPLOYEE further acknowledges that: (1) in the event his/her employment arrangement with EMPLOYER terminates for any reason, he/she will be able to earn a livelihood without violating the foregoing restrictions and (2) that his/her ability to earn a livelihood without violating these restrictions is a material condition to his/her employment with EMPLOYER.

6. **No Assignment.** EMPLOYEE agrees that this Agreement and the rights, interests, and benefits hereunder cannot be assigned or transferred in any way and shall not be subject to execution, attachment, or similar process.

7. **Severability.** If any provision, paragraph, or subparagraph of this Agreement is adjudged void or unenforceable in whole or in part, this adjudication shall not be deemed to affect the validity of the remainder of the Agreement, including any other provision, paragraph, or subparagraph.

8. **Modification.** No waiver, change or modification of this Agreement shall be valid unless in writing and signed by EMPLOYER and EMPLOYEE.

9. **Attorney's Fees.** If any party to this Agreement breaches any of the terms of this Agreement, then that party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including attorney's fees, incurred by that party in enforcing the terms of this Agreement.

10. **Complete Understanding.** This Agreement constitutes the entire Agreement between the parties and contains all of the agreements between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject matter hereof.

11. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of \_\_\_\_\_. The parties agree and consent to exclusive jurisdiction and venue in the state and federal courts in \_\_\_\_\_.

EMPLOYER

EMPLOYEE

\_\_\_\_\_

\_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_