This Non-Compete Agreement (the “Agreement”) is entered into as of ***[Date]*** (the “Effective Date”), by and between:

**Company/Employer:** ***[Company Name]***, a ***[State]*** ***[entity type, e.g., corporation/LLC]***, with its principal place of business at ***[Address]*** (“Company”),

and

**Employee/Contractor/Recipient:** ***[Name]***, residing at ***[Address]*** (“Recipient”).

**1. Purpose**

The Company and Recipient acknowledge that Recipient may have access to Company’s confidential information, trade secrets, goodwill, and business relationships. The purpose of this Agreement is to protect those legitimate business interests.

**2. Non-Competition**

Recipient agrees that during the Restricted Period (defined below), Recipient shall not, directly or indirectly, whether as an employee, contractor, partner, owner, investor, or otherwise:

* Engage in any business that competes with the Company’s business as conducted on the Effective Date within the Restricted Territory;
* Solicit or accept business from any customer, client, or account of the Company with whom Recipient had material contact;
* Assist any third party in competing with the Company in violation of this Agreement.

**3. Restricted Period**

This Agreement shall apply during:

* Recipient’s employment/engagement with the Company; and
* For a period of ***[6/12/24]*** months following the termination of Recipient’s employment/engagement for any reason (the “Restricted Period”).

**4. Restricted Territory**

This Agreement applies within:

* ***[X miles radius]*** of ***[City/State]***; OR
* The states/counties where the Company conducts business on the Effective Date; OR
* ***[define specific territory]***.

**5. Non-Solicitation**

Recipient further agrees that during the Restricted Period, Recipient shall not:

* Solicit, induce, or attempt to induce any employee, contractor, or agent of the Company to leave the Company;
* Solicit or interfere with any relationship between the Company and its vendors, suppliers, or strategic partners.

**6. Confidential Information**

Recipient acknowledges and agrees to maintain the confidentiality of all proprietary and confidential information obtained during the relationship, both during and after the Restricted Period, in accordance with any confidentiality or non-disclosure obligations.

**7. Consideration**

Recipient acknowledges that the Company’s provision of employment/contract opportunity, access to trade secrets, confidential information, or other valuable consideration constitutes sufficient consideration for this Agreement.

**8. Remedies**

Recipient acknowledges that any breach of this Agreement would cause irreparable harm to the Company. Accordingly, the Company shall be entitled to injunctive relief, in addition to any other remedies available at law or in equity.

**9. Severability & Modification**

If any provision of this Agreement is found unenforceable, such provision shall be modified to the minimum extent necessary to render it enforceable, and the remainder shall remain in full force and effect.

**10. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of ***[State]***.

**11. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior agreements or understandings.

**Signatures**

**Company:**  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Recipient:**  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_