NON-COMPETE AGREEMENT

This agreement (this "Agreement") takes effect on _____, 20____ (the "Effective Date"). It is between _____, with its mailing address at _____ (the "Company"), and _____, with a mailing address at _____ (the "Worker").

Before you use this form: several states, including California, Minnesota, North Dakota, Oklahoma and Wyoming, void most worker non-competes, and others set pay floors, notice periods or time limits. Check your state's rules, or use the LawVault builder, which applies them for you.

1. BACKGROUND

The Worker (check one): [ ] is being hired as [ ] is employed as [ ] provides services as an independent contractor as _____, starting on _____. The Worker's main duties are: _____. In that role the Worker receives Confidential Information and builds customer relationships on the Company's behalf.

2. CONSIDERATION

In exchange for the promises in this Agreement, the Worker will receive: _____. The Worker agrees that this is fair value for those promises.

3. CONFIDENTIAL INFORMATION

"Confidential Information" means information, in any form, that the Company treats as private and that gives it an advantage because others do not know it, such as pricing, customer lists, plans, designs, source code and financial results not made public. It does not include information that is public through no fault of the Worker, that the Worker already knew or later receives from someone free to share it, or that the Worker develops without using Confidential Information.

The Worker will use Confidential Information only for the Company's work and will keep it private for _____ years after the relationship ends, and for as long as any trade secret remains a trade secret.

Nothing in this Agreement stops the Worker from reporting a possible violation of law to a government agency, giving truthful testimony, or making disclosures protected by whistleblower laws.

Federal trade secret immunity notice. Under 18 U.S.C. § 1833(b), an individual will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret in confidence to a government official or a lawyer solely to report or investigate a suspected violation of law, or in a court filing made under seal. An individual who sues an employer for retaliation for reporting a suspected violation of law may disclose the trade secret to the individual's lawyer and use it in the case, if any document containing it is filed under seal and it is not disclosed except as a court orders.

This general template is provided for informational purposes only and does not constitute legal advice. Requirements vary by state and locality; review current law and attach any disclosures or addenda your situation requires before signing. For a guided state-specific document, visit lawvault.org.

4. RETURN OF COMPANY PROPERTY

When the relationship ends, or sooner if the Company asks, the Worker will return all Company property and every copy of Confidential Information, and delete any copies held on personal devices or accounts.

5. NON-COMPETITION

While the Worker works for or provides services to the Company, and for _____ months after that relationship ends (the "Restricted Period"), the Worker will not own, manage, work for or consult for any business that _____ (a "Competing Business") within _____ (the "Restricted Territory"), in a role like the one the Worker held with the Company.

This does not stop the Worker from owning up to 2% of a publicly traded company as a passive investment, or from any activity the Company approves in writing.

6. NO SOLICITING CUSTOMERS OR EMPLOYEES

For _____ months after the relationship ends, the Worker will not solicit any customer the Worker dealt with during the last 24 months of the relationship to move business away from the Company, and will not encourage any Company employee the Worker worked with to leave the Company. General advertising and job postings do not count as solicitation.

7. REMEDIES AND SEVERABILITY

A breach of this Agreement could cause the Company harm that money alone would not fix, so the Company may ask a court for an order stopping it. Each promise here is separate. If a court finds one too broad, the parties ask that it be enforced to the fullest extent the law allows.

8. GOVERNING LAW

This Agreement is governed by the law of the State of _____. Any court case about it will be brought in a court serving _____.

9. GENERAL TERMS

This Agreement is the parties' complete agreement on its subject. Changes must be in writing and signed by both parties. The promises in it continue after the relationship ends for the periods stated.

The Worker received this Agreement on _____, was given _____ days to review it, and has the right to talk with a lawyer before signing.

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SIGNATURES

Company

Signature: _____ Date: _____

Printed Name: _____

Worker

Signature: _____ Date: _____

Printed Name: _____

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