**EMPLOYEE NON-COMPETE AGREEMENT**

This Employee Non-Compete Agreement (referred to as the “**Agreement**”) is entered into as of [INSERT DATE] (the “**Effective Date**”), by and between [COMPANY NAME], a [STATE/COUNTRY] [corporation/LLC/other entity type] with its principal place of business at [ADDRESS] (the “**Company**”), and [EMPLOYEE NAME], residing at [EMPLOYEE ADDRESS] (the “**Employee**”).

The Company is engaged in the business of [DESCRIBE BUSINESS OR INDUSTRY], and during the course of employment, the Employee will have access to the Company’s trade secrets, proprietary information, customer relationships, and other sensitive data. In consideration of the employment and the access to Confidential Information and other valuable benefits provided by the Company, the Employee agrees to the following restrictions.

1. **NON-COMPETITION OBLIGATIONS**
	1. During the Restricted Period, the Employee agrees that they shall not, directly or indirectly, engage in, own, manage, operate, control, be employed by, or provide consulting or advisory services to any Competitive Business within the Restricted Territory. For the purposes of this Agreement: (i) “**Restricted Period**” means the period commencing on the date of termination of the Employee’s employment (for any reason) and continuing for a period of [NUMBER OF MONTHS/YEARS] thereafter; (ii) “**Competitive Business**” means any business, enterprise, or entity engaged in activities substantially similar to or competitive with the Company’s business, including but not limited to [DESCRIBE SPECIFIC ACTIVITIES OR INDUSTRIES]; and (iii) “**Restricted Territory**” means [DEFINE GEOGRAPHIC SCOPE – e.g., “the geographic area within [NUMBER] miles of any location at which the Company conducts business” or “the United States”].
	2. Without limiting the generality of the foregoing, the Employee agrees not to:
		1. solicit, induce, or attempt to solicit or induce any customer, supplier, or other business relation of the Company to reduce or terminate their relationship with the Company;
		2. solicit, recruit, or hire any person who is an employee or contractor of the Company during or after the term of employment, where such solicitation is intended to cause that person to leave the Company; and/or
		3. utilize or disclose Confidential Information to benefit a Competitive Business or to develop products or services that compete with the Company. “**Confidential Information**” means all non-public, proprietary, or sensitive information disclosed by the Company to the Employee, regardless of form (oral, written, digital, etc.). This includes, but is not limited to, business plans, financial data, customer and supplier lists, marketing strategies, product designs, research and development, technical data, software, trade secrets, and any other information designated as confidential or that should reasonably be understood as confidential given the nature of the information and circumstances of disclosure.
2. **CONSIDERATION**

The Employee acknowledges that the obligations contained in this Agreement are in consideration for the employment relationship, access to the Company’s Confidential Information, and other benefits provided by the Company. The Employee further acknowledges that the Restricted Period and Restricted Territory have been reasonably limited to protect the legitimate business interests of the Company.

1. **ENFORCEMENT AND REMEDIES**
	1. The Employee acknowledges that any breach of this Agreement may cause irreparable harm to the Company for which monetary damages may be insufficient. Accordingly, the Company shall be entitled to seek immediate injunctive relief in the event of any breach or threatened breach, in addition to any other legal or equitable remedies available.
	2. The Employee agrees to indemnify, defend, and hold harmless the Company, its affiliates, and their respective officers, directors, employees, and agents from and against any claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys’ fees) arising from or related to any breach of this Agreement by the Employee.
2. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Vermont, without regard to any principles of conflict of laws. Any legal action, suit, or proceeding arising out of or related to this Agreement shall be brought exclusively in the courts of the State of Vermont, and each Party irrevocably consents to the exclusive jurisdiction of such courts. The Parties waive any objections related to improper venue or the doctrine of forum non conveniens.

1. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior or contemporaneous communications, whether written or oral.

1. **AMENDMENTS**

Any amendment or modification to this Agreement must be made in writing and signed by both the Company and the Employee.

1. **SEVERABILITY**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

1. **NO WAIVER**

Failure by the Company to enforce any provision of this Agreement shall not constitute a waiver of any right herein.

1. **ASSIGNMENT**

This Agreement is personal to the Employee and may not be assigned or transferred without the prior written consent of the Company.

[SIGNATURE PAGE FOLLOWS]

By signing below, the Employee acknowledges that they have read and fully understand this Agreement and agree to be bound by its terms and conditions.

[COMPANY NAME]
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMPLOYEE:
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_