

NONCOMPETE AGREEMENT FOR NEW HIRE

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“COMPANY/ORGANIZATION NAME”

NONCOMPETE AGREEMENT

“NAME OF PARTIES”

DATE:

Nondisclosure and Noncompetition.

(a) At all times while this agreement is in force and after its expiration or termination, **[employee name]** agrees to refrain from disclosing **[company name]**'s customer lists, trade secrets, or other confidential material. **[Employee name]** agrees to take reasonable security measures to prevent accidental disclosure and industrial espionage.

(b) While this agreement is in force, the employee agrees to use **[his/her]** best efforts to **[describe job]** and to abide by the nondisclosure and noncompetition terms of this agreement; the employer agrees to compensate the employee as follows: **[describe compensation]**. After expiration or termination of this agreement, **[employee name]** agrees not to compete with **[company name]** for a period of 2 years within a [number] mile radius of **[company name and location]**. This prohibition will not apply if this agreement is terminated because **[company]** violated the terms of this agreement. Competition means owning or working for a business of the following type: **[specify type of business employee may not engage in]**

(c) **[Employee name]** agrees to pay liquidated damages in the amount of \$[dollar amount] for any violation of the covenant not to compete contained in subparagraph (b) of this paragraph.

IN WITNESS WHEREOF, **[company name]** and **[employee name]** have signed this agreement.

[Company name]

Name of Hiring Person

[employee's name]

Date _____