

# EMPLOYEE NON-COMPETE AGREEMENT

This Employee Non-Compete Agreement (the "Agreement") is made and effective this **"Insert Today's Date"**,

**BETWEEN:** **"Insert Employees Name"** (the "Employee"), an individual with his main address at: **"Insert Employees Address"**

**AND:** **"Insert Your Companies Name"** (the "Company"), a corporation organized and existing under the laws of the **"Insert Your State"**, with its head office located at: **"Insert Your Company Address"**

## 1. COVENANT NOT TO COMPETE

For good consideration and as an inducement for Company to employ Employee, if such employment is terminated for any cause, employee shall not, for a period of 2 years after leaving the employment, engage directly or indirectly, either personally or as an employee, associate partner, partner, manager, agent, or otherwise, or by means of any corporate or other device, in the repair of iPhone, iPod, iPad, Samsung devices or any other smartphone or tablet business within a 25 mile radius from any **"Insert Your Companies Name"**, nor shall employee for such period and in such localities solicit orders, directly or indirectly, from any customers of Company, or from any customers of its successor, for such products as are sold by Company or its successor, either for (himself or herself) or as an employee of any person, firm, or corporation.

## 2. DEFINITION OF THE TERMS

The term "not compete" as used herein shall mean that the Employee shall not own, manage, operate, consult or to be employed in a business substantially similar to, or competitive with, the present business of the Company or such other business activity in which the Company may substantially engage during the term of employment.

Competition means owning or working for a business of the following type: The repairing of iPhones, iPods, iPads, Samsung devices and any other smartphone or tablet. (Including the repair of screens, LCD, batteries, or any other component of the device).

## 3. TRADE SECRETS

The Employee acknowledges that the Company shall or may in reliance of this agreement provide Employee access to trade secrets, customers and other confidential data and good will. Employee agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.

The Employee will take necessary actions to keep the Company's business secrets, including but not limited to customer, supplier, logistical, financial, research and development information, confidential and not to disclose the Company's business secrets to any third party during and after the term of the Employee's employment.

**4. SPECIFIC ACCOUNT NON-COMPETITION CLAUSE**

On the termination of the Employee's employment with the Company for any reason, the Employee will not solicit any customer of the Company that was a customer of the Company during the course of the Employee's employment with the Company, whether or not still a customer of the Company and whether or not knowledge of the customer is considered confidential information, or in any way aid and assist any other person to solicit any such customer for a period of 2 years from the date of termination of the Employee's employment.

**5. INDEMNIFICATION**

Employee agrees to pay liquidated damages in the amount of \$5,000.00 for any violation of the covenant not to compete contained in this Agreement.

**6. BINDING AGREEMENT**

If any part of these promises is void for any reason, the undersigned accepts that it may be severed without affecting the validity or enforceability of the balance of the promises.

This non-compete agreement shall extend only for a 25 mile radius from any **“Insert Your Companies Name”** location and shall be in full force and effect for 2 years, commencing with the date of employment termination.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at **“Insert Your Companies Name” “Insert Your Company Address”** on the date indicated below.

COMPANY

EMPLOYEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title