**Non-Compete Policy**

Legal counsel should always be sought in executing the so-called “restrictive covenant,” a provision which restricts an employee’s future employment with a new employer. In deciding whether to enforce such a provision, courts will always look to whether the restrictions placed on the employee are “reasonable.” Thus, geographic limitations placed on whether the employee may find new work and the time limit within which the employee is forbidden to work in the restricted location must both be reasonable. What is reasonable varies from case to case, depending on the employer’s geographic scope, the availability of work within the confines of the agreement, and the sensitivity of the employee’s knowledge.

 **CONFIDENTIALITY AND NON-COMPETE**

In consideration of the employment and continued employment of the undersigned “Employee,” \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and the “Company,” \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. The effective date of this agreement is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2. The company employs the Employee and the Employee accepts employment upon certain terms and conditions agreed upon orally between the parties and upon the terms and conditions set forth in this agreement.

3. The term of this agreement shall begin on the day and year first written above and shall terminate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Employee acknowledges that as a result of Employee’s employment by the Company, Employee may have access to confidential information of a special and unique nature and value, including the Company’s customers list, customer contracts, customer purchasing and service records, customer background information and other confidential information of the Company (the “Confidential Information”). Employee agrees not to disclose or use the Confidential Information for any purpose whatsoever, directly or indirectly, at any time during or following Employee’s employment by the Company.

1. The Employee hereby agrees to devote his entire time, skill, ability, labor and attention to the said employment to the complete satisfaction of the Employer during the term of this Agreement. Employee further agrees to observe all working hours, not to either during the term of this employment or at any time thereafter disclose to any person, firm, or corporation any information concerning the business or the affairs of the Employer which he may have acquired in the course of or as incident to his employment hereunder for his own benefit or to the detriment or probable detriment of the Employer, not to engage on the termination for any cause whatsoever of his employment in the same or similar line of business as that now carried by the Employer or to engage to work for any individual, firm, or corporation engaged in such a line or similar line of business \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert appropriate geographic area) for a period of one year (this must be reasonable) from the time the employment under this Contract ceases. Employee further agrees for a period of one year from the termination of this Agreement for any cause whatsoever, not to solicit or cause any other person to solicit the business of the customers of the Employer appearing on the books of the Employer on the date of this Agreement or at the termination of this Agreement.

2. Employee further agrees that, for one (1) year after termination of employment with the Company, Employee will not engage in, directly or indirectly, or assist another to engage in, the business of servicing, selling or leasing photocopy equipment, typewriters, facsimile machines, paper shredders, and other related items which the Company sells, services or supplies during the Employee’s employment with the Company to any of the Company’s accounts. For purposes of the agreement, the Company’s Accounts shall mean customer in the territory in which Employee shall have worked for the Company (namely, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) to whom the Company sold or leased equipment or provided services, or whose agreement for products or services expires during the five (5) years preceding the termination of Employee’s employment with the Company. If Employee violates this agreement provision, then the one-year period set forth above in this paragraph shall be extended for another twelve months after cessation of such violation.

3. Employee recognizes that the Company has an interest in protecting its longstanding relationships with its customers in the territory in which Employee worked during the course of employment with the Company. If Employee violates the foregoing provision of this agreement (paragraph 2 above), Employee agrees that the Company shall be entitled to the following relief; an injunction to prevent or to restrain any such violation by Employee and any other person(s) directly or indirectly action for, on behalf of, or with Employee; an accounting and payment to the Company of all profits which Employee directly or indirectly shall have realized from such violation; and reimbursement of all costs and expenses relating to the enforcement of this Agreement including, but not limited to, attorney’s fees.

4. EMPLOYEE HAS CAREFULLY READ AND CONSIDERED THE PROVISIONS OF THIS AGREEMENT AND AGREES THAT THE RESTRICTION AND REMEDIES SET FORTH ARE FAIR AND REASONABLE AND ARE REASONABLY REQUIRED FOR THE PROTECTION OF THE INTERESTS OF THE COMPANY AND ITS BUSINESS. Employee further agrees that this Agreement’s restrictions will not unreasonably impair Employee’s ability to secure employment within the field or fields of the Employee’s choice including those areas in which Employee is or has been employed by the Company.

GOVERNING LAW

This agreement shall be governed by the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

DATED AND EFFECTIVE, this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

ACCEPTED BY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee (print name) Company (print name)

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Employee (signature) By: (signature)