

NEW YORK NON-COMPETE AGREEMENT

This Non-Compete Agreement ("Agreement") is entered into on _____ [Date], by and between:

EMPLOYER: _____ [Full Legal Name], located at
_____ [Address] (the "Company").

EMPLOYEE: _____ [Full Legal Name], residing at
_____ [Address] (the "Employee").

1. CONSIDERATION

In consideration of Employee's employment (or continued employment), Company is providing: ___ initial employment ___ promotion ___ bonus of \$_____ ___ equity grant ___ raise ___ other: _____ . Employee acknowledges this consideration is sufficient under applicable state law.

2. RESTRICTED PERIOD

Beginning on the date of termination of Employee's employment (for any reason) and continuing for a period of ___ [6-24] months thereafter (the "Restricted Period"), Employee agrees to the restrictions below.

3. NON-COMPETE

During the Restricted Period, Employee shall not, within the Geographic Area (defined below), directly or indirectly engage in any business that competes with Company's
_____ [specific industry/niche] business.

4. GEOGRAPHIC AREA

The "Geographic Area" is limited to: _____ [list specific counties, cities, or radius within New York]. The Area is no broader than necessary to protect Company's legitimate business interests.

5. CUSTOMER NON-SOLICITATION

During the Restricted Period, Employee shall not solicit, divert, or accept business from any customer that Employee had material contact with during the last twelve (12) months of employment.

6. EMPLOYEE NON-SOLICITATION

During the Restricted Period, Employee shall not solicit any then-active Company employee to leave Company.

7. CONFIDENTIALITY

Employee acknowledges access to Confidential Information (trade secrets, customer lists, pricing, processes, business plans) and agrees to maintain confidentiality during and after employment.

8. LEGITIMATE BUSINESS INTERESTS

The restrictions above protect Company's legitimate business interests, including: trade secrets and confidential information; substantial customer relationships developed at Company expense; specialized training provided to Employee; and Company's goodwill. New York Common Law + 2023 proposed ban — Currently enforceable with reasonable scope.

9. REASONABLENESS

Employee acknowledges that the duration, geographic scope, and scope of activities restricted are reasonable and necessary to protect Company's legitimate business interests.

10. SEVERABILITY AND BLUE-PENCIL

If any provision is found unreasonable or unenforceable, the court is authorized to modify the provision to make it enforceable to the maximum extent permitted by law (blue-pencil reformation), rather than strike the provision entirely.

11. REMEDIES

Breach causes irreparable harm. Company may seek injunctive relief, damages, attorneys' fees, and any other remedies available at law or equity.

12. GOVERNING LAW

This Agreement shall be governed by New York law. Venue shall be in _____ County, New York.

EMPLOYER:

Signature: _____ Date: _____

Printed Name: _____ Title: _____

EMPLOYEE:

Signature: _____ Date: _____

Printed Name: _____

DISCLAIMER: This template is provided for informational purposes only and does not constitute legal advice. New York non-compete law is fact-specific. Consult a licensed New York employment attorney for high-stakes situations.