

NON COMPETE AGREEMENT

Party A (Employee/Consultant):

Party B (Employer/Company):

RECITALS

WHEREAS, Party A and Party B have entered into an employment, consulting, or other business relationship (the "Relationship"); and WHEREAS, Party B has a legitimate business interest in protecting its confidential information, trade secrets, and goodwill; NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement: a) "Confidential Information" means all non-public information, including trade secrets, business strategies, customer lists, financial data, and other proprietary information disclosed by Party B; b) "Restricted Period" means the duration of the Relationship and a period of two (2) years thereafter; c) "Restricted Area" means the geographic area within Canada where Party B operates or plans to operate.

2. NON-COMPETITION

Party A agrees that during the Restricted Period, Party A shall not, directly or indirectly, engage in, own, manage, operate, control, or participate in any business that is competitive with Party B within the Restricted Area.

3. NON-SOLICITATION OF EMPLOYEES

Party A shall not, during the Restricted Period, solicit or induce any employee or independent contractor of Party B to terminate their relationship with Party B or to become employed or engaged by Party A or any competitor.

4. NON-SOLICITATION OF CUSTOMERS

Party A shall not, during the Restricted Period, directly or indirectly, solicit or attempt to solicit any customer or client of Party B for the purpose of providing products or services competitive with those of Party B.

5. CONFIDENTIALITY

Party A agrees to maintain the confidentiality of all Confidential Information and shall not disclose or use such information except as necessary to perform services for Party B or as authorized in writing by Party B.

6. CONSIDERATION

The parties acknowledge that the obligations imposed by this Agreement are supported by adequate consideration, including but not limited to Party B's disclosure of Confidential Information and other proprietary rights.

7. ENFORCEABILITY

If any provision of this Agreement is found to be unenforceable or invalid under applicable law, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remainder of this Agreement shall remain in full force and effect.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Canada and the applicable province or territory where Party B has its principal place of business, without regard to conflict of law principles.

9. REMEDIES

Party B shall be entitled to seek injunctive relief, specific performance, and any other remedies available at law or in equity to enforce the provisions of this Agreement.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior communications, agreements, or understandings, whether oral or written.

11. AMENDMENTS

This Agreement may not be amended or modified except by a written instrument signed by both parties.

12. SEVERABILITY

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

13. WAIVER

Failure or delay by either party to enforce any provision of this Agreement shall not be construed as a waiver of any right or remedy.

14. ASSIGNMENT

Neither party may assign its rights or obligations under this Agreement without prior written consent of the other party.

15. NOTICES

Any notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, or by recognized overnight courier to the parties' addresses on record.

16. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. HEADINGS

Headings used in this Agreement are for convenience only and shall not affect the interpretation of any provision.

18. RELATIONSHIP OF PARTIES

Nothing in this Agreement shall create a partnership, joint venture, agency, or employment relationship between the parties beyond the Relationship explicitly agreed.

19. SURVIVAL

All obligations which by their nature should survive termination or expiration of this Agreement shall survive.

20. SIGNATURES

The parties have executed this Non Compete Agreement as of the effective date of their Relationship.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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