

NON-COMPETE AGREEMENT

Parties: _____

Disclosing Party:

Full Name / Company: _____

Address: _____

Contact Details: _____

Receiving Party:

Full Name / Company: _____

Address: _____

Contact Details: _____

1. Purpose

The Disclosing Party possesses certain confidential and proprietary information and trade secrets relating to its business. The Receiving Party agrees to receive such information only for the purpose of evaluating a potential business relationship or continuing an existing relationship, and to be bound by the terms set forth herein.

2. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party is engaged and that is not generally known to the public, whether oral, written, or electronic.

3. Non-Disclosure and Non-Use Obligations

The Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall not disclose any Confidential Information to any third party without prior written approval of the Disclosing Party. The Receiving Party shall not make use of any Confidential Information except for the agreed purpose.

4. Non-Compete Covenant

During the term of this Agreement and for a period of twelve (12) months following its termination or expiration, the Receiving Party agrees not to engage in, own, manage, operate, control, be employed by, consult for, or participate in any business that is directly competitive with the Disclosing Party's business within the United Kingdom.

5. Non-Solicitation

The Receiving Party agrees that during the term of this Agreement and for twelve (12) months thereafter, it shall not, directly or indirectly, solicit or induce any employee, consultant, or customer of the Disclosing Party to terminate or breach their relationship with the Disclosing Party.

6. Exclusions from Confidential Information

Confidential Information does not include information that: (a) is or becomes publicly known through no fault of the Receiving Party; (b) is received from a third party without breach of any obligation of confidentiality; (c) is independently developed by the Receiving Party without use of or reference to Confidential Information; or (d) is required to be disclosed under applicable law, regulation, or court order, provided the Disclosing Party is given prompt notice.

7. Term and Termination

This Agreement shall commence on the date of execution by both parties and continue until terminated by either party with thirty (30) days written notice. Obligations of confidentiality and non-compete shall survive termination as specified herein.

8. Remedies

The Receiving Party acknowledges that any breach of this Agreement will cause irreparable harm to the Disclosing Party, for which damages would not be an adequate remedy, and agrees that the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or equity.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales for any disputes arising out of or in connection with this Agreement.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior agreements, understandings, and communications, whether written or oral.

11. Amendments

No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by authorized representatives of both parties.

12. Severability

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining provisions, which shall continue in full force and effect.

13. Waiver

No waiver of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default.

14. 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.

15. Notices

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (with written confirmation of receipt); or (c) on the date sent by email or facsimile (with confirmation of transmission) if sent during normal business hours on a business day.

16. No Assignment

Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

17. Relationship of Parties

Nothing contained in this Agreement shall be deemed to create a partnership, joint venture, or agency relationship between the parties.

18. Interpretation

Headings are for convenience only and shall not affect the interpretation of this Agreement. Words importing the singular include the plural and vice versa, and words importing any gender include all genders.

DISCLOSING PARTY'S SIGNATURE

RECEIVING PARTY'S SIGNATURE

Signature: _____

Signature: _____

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