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Definitions and Key Terms

For the purposes of this Non-Compete Agreement, the following terms shall have the meanings set forth below:

Restricted Party

Restricted Party refers to John Doe, residing at 123 Main Street, Anytown, USA, who is subject to the restrictions outlined in this Agreement.

Competitive Activity

Competitive Activity means any activity, service, or business that competes with the business of DocuPal Demo, LLC. This includes, but is not limited to, developing, marketing, selling, or distributing products or services similar to those offered by DocuPal Demo, LLC. It also encompasses soliciting or attempting to solicit customers, clients, or employees of DocuPal Demo, LLC for any such competing business.

Confidential Information

Confidential Information includes, but is not limited to, trade secrets, business strategies, customer lists, pricing information, product designs, financial data, and any other information of DocuPal Demo, LLC that is not publicly available. This also covers information received from third parties that DocuPal Demo, LLC is obligated to keep confidential.

Restricted Territory

Restricted Territory means the geographic area within which the Restricted Party is prohibited from engaging in Competitive Activity. For the purposes of this agreement, the Restricted Territory is defined as United States.



Scope of Non-Compete Restrictions

This section defines the limitations on the Employee's ability to engage in competitive activities following the termination of their employment with DocuPal Demo, LLC. These restrictions are designed to protect the legitimate business interests of DocuPal Demo, LLC.

Restricted Activities

During the Restricted Period, the Employee is prohibited from directly or indirectly engaging in the following activities:

- **Competitive Business:** Participating in the ownership, management, operation, or control of any business that competes with DocuPal Demo, LLC. This includes, but is not limited to, any business that offers products or services similar to those offered by DocuPal Demo, LLC.
- **Solicitation of Clients:** Soliciting, diverting, or attempting to solicit or divert any clients, customers, or accounts of DocuPal Demo, LLC to any competing business. This includes contacting current or prospective clients with the intent of offering competing products or services.
- **Solicitation of Employees:** Recruiting, soliciting, or inducing any employee of DocuPal Demo, LLC to terminate their employment with the company. This restriction applies to both current employees and those who were employed by DocuPal Demo, LLC within the six months preceding the Employee's termination date.
- **Development of Competing Products:** Developing, designing, or creating any products or services that compete with the products or services offered by DocuPal Demo, LLC. This includes any efforts to create derivative works or improvements to existing products or services of DocuPal Demo, LLC.

Geographic Scope

The restrictions outlined in this agreement apply to the following geographic areas:

- United States
- Canada

This means the Employee is restricted from engaging in the prohibited activities within these countries.



Duration of Restriction

The restrictions outlined in this section will be in effect for a period of two years following the date of termination of the Employee's employment with DocuPal Demo, LLC (the "Restricted Period"). The start date will be the last date of employment at DocuPal Demo, LLC. This Restricted Period is considered reasonable and necessary to protect the legitimate business interests of DocuPal Demo, LLC, including its confidential information, customer relationships, and goodwill.

Consideration

DocuPal Demo, LLC will provide John Doe with valuable consideration in exchange for the promises outlined in this Non-Compete Agreement. This consideration includes continued employment with DocuPal Demo, LLC.

Continued Employment and Access

John Doe's continued employment provides him with ongoing salary, benefits, and career advancement opportunities. Furthermore, as part of his employment, John Doe will continue to receive access to DocuPal Demo, LLC's confidential business information. This may include trade secrets, customer lists, pricing strategies, and other proprietary data not available to the general public.

Specialized Training

DocuPal Demo, LLC will also provide John Doe with specialized training to enhance his skills and knowledge. This training is at the company's expense and will further his professional development. The access to confidential information and specialized training, along with continued employment, represents adequate consideration to support the enforceability of this agreement.

Confidentiality Obligations

During the term of this Agreement and at all times thereafter, the Employee acknowledges that they will have access to confidential information about DocuPal Demo, LLC. The Employee agrees to hold all Confidential Information in the



strictest confidence and not to disclose or use it for any purpose other than the benefit of DocuPal Demo, LLC.

Definition of Confidential Information

Confidential Information includes, but is not limited to:

- Customer lists
- Pricing strategies
- Product development plans
- Any non-public information about DocuPal Demo, LLC

Protection of Confidential Information

The Employee agrees to take all reasonable steps to protect the confidentiality of the Confidential Information, including:

- Storing all Confidential Information securely.
- Restricting access to Confidential Information to only those individuals who have a need to know it for the benefit of DocuPal Demo, LLC.
- Not copying, reproducing, or distributing Confidential Information without the prior written consent of DocuPal Demo, LLC.

Post-Termination Obligations

Upon termination of employment, the Employee must:

- Return all Confidential Information to DocuPal Demo, LLC, including all copies, notes, and summaries.
- Cease all use of the Confidential Information.
- Confirm in writing that they have complied with these obligations.

Exceptions and Permitted Activities

This Non-Compete Agreement does not prevent the Employee from engaging in the following activities:



General Skill Use

The Employee may use their general skills and knowledge acquired before or during their employment with DocuPal Demo, LLC. This exception applies as long as such use does not directly compete with the specific business of DocuPal Demo, LLC.

Unrelated Activities

The Employee can participate in business activities unrelated to DocuPal Demo, LLC's specific services or products. These activities fall outside the scope of the restricted competitive activities.

Passive Investments

The Employee is permitted to make passive investments in any company, including those that may compete with DocuPal Demo, LLC. However, these investments must be solely for investment purposes. The Employee cannot be involved in the management, operation, or control of any such company. The ownership interest should not exceed five percent (5%) of the outstanding equity.

Activities Outside the Restricted Territory

The Employee can engage in any business or activity outside the Restricted Territory defined in this Agreement. Such activities are not subject to the restrictions outlined in this Non-Compete Agreement.

Enforceability and Legal Compliance

DocuPal Demo, LLC intends this Agreement to be fully enforceable under applicable law. The parties agree to comply with all relevant statutes and regulations.

Governing Law

The laws of the State of Delaware govern the interpretation and enforcement of this Agreement. Delaware law dictates the permissible scope and duration of non-compete obligations. This Agreement is specifically drafted to conform to these legal requirements.



Compliance with Statutes

This Agreement is designed to comply with Delaware law concerning non-compete agreements. Several factors are considered to ensure compliance. These include the reasonableness of the geographic scope, the duration of the restricted period, and the nature of the activities restricted. Delaware courts consider these factors when determining the enforceability of a non-compete agreement. The restrictions outlined in this Agreement are necessary to protect DocuPal Demo, LLC's legitimate business interests. These interests include confidential information, customer relationships, and goodwill.

Reasonableness of Restrictions

The geographic scope of the non-compete provision is limited to the area where John Doe's activities directly affect DocuPal Demo, LLC's business. The duration of the non-compete period is a reasonable length of time needed to protect DocuPal Demo, LLC's interests. The restricted activities are narrowly defined. They target only those activities that would directly compete with DocuPal Demo, LLC. These restrictions are essential to prevent unfair competition. They safeguard DocuPal Demo, LLC's investment in its employees and protect its proprietary information.

Remedies for Breach

In the event of a breach of this Agreement, DocuPal Demo, LLC is entitled to seek various remedies. These remedies include injunctive relief, monetary damages, and specific performance. Injunctive relief may be sought to immediately stop the employee from violating the terms of the Agreement. Monetary damages may be awarded to compensate DocuPal Demo, LLC for any losses suffered as a result of the breach. Specific performance may be ordered to compel the employee to fulfill their obligations under the Agreement. The availability and appropriateness of these remedies will be determined by a court of competent jurisdiction based on the specific facts of the breach.

Term and Termination

This Non-Compete Agreement will commence on the date it is signed by both parties. The agreement will remain in effect during your employment with DocuPal Demo, LLC, and for a period of two years following the termination of your employment.



Term

The term of this agreement begins on the effective date and continues for the duration of your employment with DocuPal Demo, LLC, plus an additional two-year period after your employment ends.

Early Termination

This agreement may be terminated prior to its natural expiration under the following circumstances:

- **Mutual Agreement:** Both you and DocuPal Demo, LLC may agree in writing to terminate this agreement at any time.
- **Material Breach:** If DocuPal Demo, LLC materially breaches its obligations under any agreement with you, you may terminate this Non-Compete Agreement.
- **Other Conditions:** Termination of this agreement will not act as termination of other agreements.

Obligations Upon Termination

Upon termination of your employment, or upon earlier termination of this agreement, you must immediately return all confidential information and company property to DocuPal Demo, LLC. The obligations regarding non-competition and non-solicitation shall continue as specified in this agreement for the duration of the restricted period.

Dispute Resolution

The parties will try to resolve any disputes related to this Agreement through good-faith negotiation. If negotiation fails, the parties agree to the following process.

Mediation

First, the parties will attempt to settle the dispute through mediation in Anytown, Delaware. A mutually agreed-upon mediator will conduct the mediation. Each party will bear its own costs related to mediation. The parties will split the costs of the mediator equally.



Arbitration

If mediation does not resolve the dispute, the parties agree to binding arbitration in Anytown, Delaware. Arbitration will occur under the rules of the American Arbitration Association. A single arbitrator will conduct the arbitration. The arbitrator's decision will be final and binding on both parties. The arbitrator can award any relief that a court could, including injunctive relief. Judgment on the arbitrator's award may be entered in any court with jurisdiction.

Governing Law

The laws of the State of Delaware govern this Agreement and any disputes arising under it, without regard to its conflict of laws principles.

Severability Clause

Severability

If a court finds any part of this Non-Compete Agreement to be unenforceable, the rest of the agreement remains in effect. This means that even if one or more provisions are deemed invalid, the remaining provisions will still be binding and enforceable to the fullest extent permitted by law. The parties intend for this agreement to be enforced as much as possible, even if some parts are not. The court is instructed to modify or limit any provision only to the extent necessary to make it enforceable, while still reflecting the parties' original intent as closely as possible. This ensures that the core purpose of the agreement—to protect DocuPal Demo, LLC's legitimate business interests—is maintained.

Governing Law and Jurisdiction

This Non-Compete Agreement is governed by the laws of the State of Delaware, without regard to its conflict of laws principles.



Jurisdiction and Venue

Any legal action or proceeding arising out of or relating to this Agreement must be brought in the courts located in Anytown, Delaware. Both parties consent to the exclusive jurisdiction and venue of these courts for resolving any disputes related to this Agreement.

Miscellaneous Provisions

Entire Agreement

This Agreement contains the entire understanding between John Doe and Docupal Demo, LLC. It supersedes all prior agreements and discussions about its subject matter.

Amendments

This Agreement can only be changed or amended by a written document. Both John Doe and Docupal Demo, LLC must sign this document to make it valid.

Notices

All notices related to this Agreement must be in writing. They can be delivered either by certified mail or email. Notices sent to Docupal Demo, LLC should be sent to 23 Main St, Anytown, CA 90210, or via email. Notices to John Doe should be sent to the address or email that he provided.

Governing Law

The laws of California govern this Agreement. The laws of California will be used to interpret and enforce it, without regard to its conflict of law principles.



Severability

If any part of this Agreement is found to be unenforceable, the rest of the Agreement will still be valid. The parties will then negotiate in good faith to replace the invalid provision with a valid one that achieves the original intention as closely as possible.

Waiver

If Docupal Demo, LLC does not enforce any provision of this Agreement, that does not mean that it waives the right to enforce it later. A waiver must be in writing and signed by Docupal Demo, LLC to be effective.

Counterparts

This Agreement may be signed in separate copies (counterparts). Each signed copy has the same effect as if both parties signed the same document.

Assignment

John Doe cannot assign his rights or obligations under this Agreement without the written consent of Docupal Demo, LLC. Docupal Demo, LLC can assign its rights and obligations under this Agreement to any successor or affiliate.

Signatures and Execution

This Non-Compete Agreement becomes effective on the date it is signed by both parties. By signing below, both John Doe and DocuPal Demo, LLC acknowledge that they have read, understood, and agree to be bound by the terms and conditions outlined in this agreement.

Employee Acknowledgment

John Doe

Signature



Printed Name

Date

Company Acknowledgment

DocuPal Demo, LLC

Signature

Printed Name

Title

Date

Instructions for Signing

Please read this Non-Compete Agreement carefully before signing. To execute this agreement, both the Employee and a duly authorized representative of DocuPal Demo, LLC must sign and date in the spaces provided above. Each party should retain a fully executed copy for their records. Signatures can be either physical or electronic, and by signing, both parties affirm their intent to be legally bound by the terms and conditions set forth herein. Ensure all fields are completed accurately before signing.

