

SOUTH DAKOTA NON-COMPETE AND NON-SOLICITATION AGREEMENT

This Non-Compete and Non-Solicitation Agreement (“Agreement”) is between _____ (“Employee”) and _____ (“Company”).
The Agreement is effective as of the ____ day of _____, 20____ (“Effective Date”).

In consideration of the employment opportunity provided by the Company, the Employee, intends to be legally bound, agrees to the following:

- I. **Term of Agreement.** This Agreement is effective on the Effective Date and shall remain throughout the term of Employee’s employment with the Company and for a period of ____ year(s) thereafter.
- II. **Limitations of this Agreement.** This Agreement is not a contract of employment. Neither Employee nor the Company is obligated to any specific term of employment. This Agreement is limited to the subject matter of covenants not to compete or solicit as described in this Agreement.
- III. **Covenant Not to Compete.** Employee agrees that at no time during the term of their employment with the Company that he or she will engage in any business activity which is competitive with the Company nor work for any company which competes with the Company. For a period of ____ year(s) immediately following the termination of Employee’s employment, Employee will not, for themselves or on behalf of any other person or business enterprise, engage in any business activity which competes with the Company within ____ miles of the location of employment.
- IV. **Non-Solicitation.** During the term of Employee’s employment, and for a period of ____ year(s) immediately thereafter, Employee agrees not to solicit any employee or independent contractor of the Company on behalf of any other business enterprise, nor shall Employee induce any other employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company.
- V. **Soliciting Customers After Termination of Agreement.** For a period of ____ year(s) following the termination of the Employee’s employment and their relationship with the Company, Employee shall not, directly or indirectly, disclose to any person, firm or corporation the names or addresses of any of the customers or clients of the Company or any other information pertaining to them. Neither shall Employee call on, solicit, take away, or attempt to call on, solicit, or take away any customer of the Company on whom Employee have called or with whom Employee became acquainted with during the term of their employment, as a direct or indirect result of Employee’s employment with the Company.
- VI. **Injunctive Relief.** Employee hereby acknowledges (1) that the Company will suffer irreparable harm if Employee should breach their obligations under this Agreement; and (2) that monetary damages will be inadequate to compensate the Company for such a breach. Therefore, if Employee breaches any such provisions, then the

Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.

- VII. Severable Provisions.** The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.
- VIII. Modifications.** This Agreement may be modified only by a writing executed by both Employee and the Company.
- IX. Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. The Agreement supersedes all prior understanding, agreements, or representations.
- X. Waiver.** Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.
- XI. Jurisdiction and Venue.** This Agreement is to be construed pursuant to the laws in the State of South Dakota. Employee agrees to submit to the jurisdiction and venue of any court of competent jurisdiction in _____ County, State of South Dakota without regard to conflict of laws or provisions, for any claim arising out of this Agreement.

Employer's Signature _____ **Date** _____

Print Name _____ **Title** _____

The Employee's signature below acknowledges that he or she has read and understands the foregoing Agreement, that Employee agrees to comply with all of the terms of the Agreement, and that you have received a copy of the Agreement.

Employee's Signature _____ **Date** _____

Print Name _____