

NON-COMPETE AND NON-SOLICITATION AGREEMENT

Contract No. EMP-2024-UK-001

Effective Date: January 1, 2026

Expiration Date: December 31, 2028

THIS AGREEMENT IS ENTERED INTO BETWEEN THE FOLLOWING PARTIES

PARTY A (FIRST PARTY)

Tech Innovations Ltd

45 Queen Street
London
EC1V 9DS
United Kingdom

Contact: contact@techinnovations.co.uk | +44 20 7946 0123

AND

PARTY B (SECOND PARTY)

John Smith

78 Baker Street
London
NW1 6XE
United Kingdom

Contact: john.smith@email.com | +44 7712 345678

TERMS AND CONDITIONS

1. Definitions

“Restricted Business” means any business that develops, markets, or provides software, technology products, cybersecurity services, SaaS platforms, or related services that are substantially similar to or competitive with the Company’s products or services.

“Restricted Territory” means:

United Kingdom and European Union

2. Non-Compete Covenant

During the term of the Individual's engagement with the Company and for a period of **12** months following termination, the Individual shall not, directly or indirectly:

- engage in or provide services to a Restricted Business within the Restricted Territory;
- assist or advise any Restricted Business in a manner that competes with the Company;
- use the Company's confidential information to compete against the Company.

This restriction applies only to activities that are substantially similar to the Individual's role with the Company.

3. Non-Solicitation of Clients and Customers

For a period of

12 months following termination, the Individual shall not directly or indirectly solicit, divert, or attempt to solicit any client, customer, or prospective customer of the Company with whom the Individual had material contact during the last **12** months of engagement.

4. Non-Solicitation of Employees and Contractors

For a period of

12 months following termination, the Individual shall not solicit or encourage any employee or contractor of the Company to terminate or alter their relationship with the Company.

5. Reasonableness Acknowledgment

The Individual acknowledges that:

- the restrictions in this Agreement are reasonable in scope, duration, and geography;
 - the restrictions are necessary to protect the Company's legitimate business interests;
 - compliance with this Agreement will not prevent the Individual from earning a livelihood in the technology industry.
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6. Exclusions and Carve-Outs

Nothing in this Agreement shall prohibit the Individual from:

- working in a non-competitive role at a non-competitive company;
- owning up to **5%** of a publicly traded company;

- engaging in activities expressly approved in writing by the Company.

7. Remedies

The Individual agrees that a breach of this Agreement may cause irreparable harm to the Company for which monetary damages may be insufficient. The Company shall be entitled to seek injunctive relief in addition to any other remedies available at law or equity.

8. Severability and Modification

If any provision of this Agreement is found unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of:
England and Wales

10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding non-compete and non-solicitation obligations and supersedes all prior agreements or understandings on this subject.

SPECIAL PROVISIONS

None

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT

PARTY A

PARTY B

Jane Doe

HR Director

Date: January 1, 2026

John Smith

Employee

Date: January 1, 2026

WITNESS

Emily Clark

Date:

NOTARY PUBLIC

Notary Public Registration No. 123456