

Non-Compete Agreements

Protecting Your Intellectual Capital



Defending Your Company from Unfair Competition

In the employment arena, things are not what they used to be. It used to be that where an employee began working was where he or she retired. It used to be that employees hated your competitors and would never consider leaving to work for them. Unfortunately for your company, the way things used to be is no longer the way they are.

Today, the more valuable your employee is to you, the more valuable he or she is to your competitor—and your employee knows it. In today's business world, unquestioned loyalty from an employee is ancient history. Consequently, your business needs to take proactive steps to protect itself from unfair competition.

How Epiphany Law Can Help

Astute employers in the 21st century realize a well drafted Non-Compete Agreement is a powerful tool in protecting your company from employee departures and unfair competition. While no employer can stop an employee from leaving, smart employers know that a well drafted Non-Compete Agreement can protect a company from unfair competition.

Non-Compete Agreements are generally not favored by the courts. To be enforceable, such Agreements have to be narrowly tailored to protect your business's legitimate interests. Only by working with a knowledgeable and experienced business law attorney will you be able to develop an effective and enforceable Non-Compete Agreement for your business.





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Q I heard that Non-Compete Agreements are not enforceable in Wisconsin. Is that true?

A No. While it is true that Non-Compete Agreements are not favored under Wisconsin law, a well drafted Agreement is and will be enforceable. The key to having an enforceable Agreement, however, is working with a business law attorney who is knowledgeable in the complex and ever-changing laws affecting Non-Compete Agreements.

Q What kind of activities can a Non-Compete Agreement prohibit?

A In general, you can only prohibit activities that would somehow be unfair to your business. This means that you generally can not require your janitor or stock clerk to sign a Non-Compete Agreement. In addition, you generally can not prohibit an ex-employee from getting a job. However, you can and should prohibit key employees from calling on your customers for a "reasonable period of time."

Q What is a "reasonable period of time?"

A A reasonable period of time is something less than two years. How much less depends on your company's specific circumstances.

Q Can I use a Non-Compete form from the Internet?

A You can, but you can be nearly guaranteed that it will be unenforceable. The law governing Non-Compete Agreements is very state specific and very circumstance specific. A generic, one-size-fits-all form will never meet your needs and, in all likelihood, will never meet the stringent legal requirements of such agreements. Only by working with an experienced business law attorney do you have any chance of having an enforceable Agreement.

Rely on Epiphany Law as your source of business law expertise for your growing organization.



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