

# Business protection

## The global use of restrictive covenants in employment

### Sample at-a-glance comparisons

	Argentina	Brazil	China	France	Germany	Hong Kong	India	Italy	Netherlands	Russia	South Africa	Spain	Switzerland	UK	USA
Are post-termination non-compete restrictions generally possible?	✓	✓	✓	✓	✓	✓	✗	✓	✓	✗	✓	✓	✓	✓	✓
Is a post-termination non-compete restriction possible without payment?	✗	✗	✗	✗	✗	✓	N/A	✗	✓	N/A	✓	✗	✓	✓	✓
Can an employer waive the restriction to avoid paying compensation?	✓	✓	✓	✓	✓	N/A	N/A	✓	N/A	N/A	N/A	✗	N/A	N/A	N/A
Typical maximum duration for non-compete restriction *	2 years	6-12 months	2 years	2 years	2 years	3-6 months	N/A	3 years (5 years for executives)	12 months	N/A	12 months	6 months (2 years for specialist employee)	3 years	3-12 months	6-12 months

\* In many jurisdictions, the maximum duration of a non-compete restriction is not set by law, but enforceability is determined on a case by case basis, depending on the employee’s role, the information and relationships they had access to and what level of threat they would pose if they went to work for a competitor. The time periods given are therefore for illustrative comparative purposes only, setting out typical maximum durations in the jurisdiction.

This guide is intended to give a comparative overview of some of the key questions regarding business protection through the use of restrictive covenants. It does not set out a comprehensive picture of the law and is not tailored to any particular circumstances your company may be facing. It should not therefore be seen as a substitute for obtaining legal advice.