

# Non-Compete Agreements: Must an Employer Pay an Employee for a Non-Compete to Be Enforceable?



**Nathan Read**  
nread@mwlaw.com  
(479) 464.5663



**Devin Bates**  
dbates@mwlaw.com  
(501) 688.8864

06/16/2022

Yes. However, for many non-competes, an employee's continued employment is sufficient. For non-competes signed after July 21, 2015, the statute explicitly states that an employee's continued employment is sufficient consideration. Ark. Code Ann. § 4-75-101 (g). For non-competes signed on or before July 21, 2015, the case law requires consideration but does not specify what constitutes a sufficient amount. *Office Machs., Inc. v. Mitchell*, 234 S.W.3d 906, 908 (Ark. Ct. App. 2006). The reality is that continued employment will almost always constitute sufficient consideration in Arkansas.

This article is part of the Mitchell Williams Non-Compete Agreement series explaining how non-compete agreements are interpreted and enforced. The series will be published weekly for a total of 7 articles.

View the first article of the series: [Increased Litigation on the Backside of the "Great Resignation"](#)

View the second article of the series: [What is a Reasonable Duration for a Restriction?](#)

View the third article of the series: [What is a Reasonable Geographic Area of Coverage for a Restriction?](#)

View the fourth article of the series: [Does it Matter Whether the Employer or the Employee Terminates the Relationship?](#)

View the fifth article of the series: [Must an Employer Pay an Employee for a Non-Compete to Be Enforceable?](#)

View the sixth article of the series: [Will Arkansas Courts "Blue Pencil" an Unreasonable Non-Compete Agreement?](#)

View the seventh article of the series: [Are They Enforceable in Contracts for Medical Services?](#)