

Federal Supreme Court decision on the post-contractual non-competition clause (BGE 4A_210/2018)

25.10.2019

All-clear for employers: The Federal Supreme Court has ruled that the wording "must refrain from any competing activity" (Jede konkurrenzierende Tätigkeit ist zu unterlassen), which is frequently found in employment contracts, remains a valid wording of a post-contractual non-compete provision. If the decision of the Federal Court had turned out differently, the employers would have had to subject their employment contracts to a detailed examination.

Although such non-competition clauses in employment contracts remain valid, they may still be limited by the court. This means that the court can limit the extent of the non-competition clause. For example, the court could decide that the employee does not have to refrain from any competing activity, but only from an activity for explicitly designated competitors.

[Link to BGE 4A_210/2018](#)

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