Employees Bound By Clickthrough Agreements – *ADP v. Lynch*

Eric Goldman, writing in the **Technology & Marketing Law Blog**, discusses a case in which an employer successfully sued two departing employees for joining a competitor. The employer based its suit in part on a non-compete clause included the stock option grant documentation presented to employees electronically.

"We already knew that clickthrough agreements work really well in the B2B and B2C contexts," **writes Goldman**. "Thus, it's not surprising that clickthrough agreements also work in the employment context, at least so long as they are supported by consideration (and stock option grants usually, if not always, will provide sufficient consideration for additional contract terms). Although ink-signatures-on-dead-trees remains the gold standard for forming contracts with employees, forming contracts with employees online is probably a better method than some other traditional techniques, such as circulating employee handbooks or memos and embracing the fiction that an employee continuing to show up at work constituted acceptance. A clickthrough agreement provides tangible evidence that employees 'got the memo' (even if they chose not to read it); and the fact that no one reads online contracts is inconsequential in the context of employee handbooks, which are also widely celebrated as documents that no one reads."

Read the article.