

Non-Solicitation Agreement

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NON-SOLICITATION AGREEMENT

This Non-Solicitation Agreement (the "Agreement") is made and entered into as of [EFFECTIVE DATE] (the "Effective Date"), by and between [EMPLOYER NAME], a [ENTITY TYPE] organized under the laws of [STATE] with its principal place of business at [EMPLOYER ADDRESS] ("Company"), and [RECIPIENT NAME], residing at [RECIPIENT ADDRESS] ("Recipient"). Company and Recipient may be referred to individually as a "Party" and collectively as the "Parties."

1. Definitions

1.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

1.2 "Confidential Information" means non-public information disclosed by Company to Recipient that relates to Company's business, customers, pricing, marketing, operations, personnel, trade secrets, or any other information reasonably understood to be confidential.

1.3 "Customer" or "Client" means any person or entity to whom Company provided products or services, or from whom Company received inquiries, quotations, or proposals, during the [PAST 12/24/36] months prior to the Recipient's termination or the Effective Date (select applicable period: [PAST 12/24/36]).

1.4 "Employee" means any individual who is or was employed by Company within the [PAST 12/24/36] months prior to the Recipient's termination or the Effective Date.

1.5 "Solicit" or "Solicitation" means directly or indirectly (a) contacting, calling on, soliciting, diverting, or attempting to divert any Customer, Client, Employee, contractor or vendor of the Company with the intention of providing competitive products or services, hiring, or inducing any such person or entity to terminate or breach an existing relationship with Company, or (b) assisting others to do any of the foregoing.

2. Non-Solicitation of Employees

2.1 During the Term (as defined in Section 5), Recipient shall not, directly or indirectly, hire, solicit, recruit, or otherwise encourage any Employee of Company to leave employment with Company or accept employment or engagement with Recipient, any Affiliate of Recipient, or any other person or entity in competition with Company.

3. Non-Solicitation of Customers and Clients

3.1 During the Term, Recipient shall not, directly or indirectly, solicit, contact, or attempt to establish or expand a business relationship with any Customer or Client for the purpose of providing products or services that are competitive with those offered by Company, or otherwise induce any Customer or Client to cease, reduce, or alter its business with Company.

4. Non-Solicitation of Contractors and Vendors

4.1 During the Term, Recipient shall not, directly or indirectly, solicit or attempt to cause any material contractor, vendor, or supplier of Company to cease doing business with Company or to divert any material portion of such business to Recipient or to any third party in competition with Company.

5. Term

5.1 The restrictions set forth in Sections 2, 3 and 4 shall remain in effect for a period of [TERM YEARS] years following the termination of Recipient's employment, engagement, or other relationship with Company for any reason (the "Term"). For clarity, the Term commences on the date of termination of Recipient's relationship with Company.

6. Geographic Scope

6.1 The restrictions in this Agreement shall apply within [GEOGRAPHIC SCOPE], including but not limited to [SPECIFY STATES/REGIONS/CITIES], which the Parties agree is a reasonable geographic limitation in light of Company's business operations and customer base.

7. Consideration

7.1 In consideration for Recipient's execution of this Agreement and the covenants contained herein, Company shall provide Recipient with the following consideration: [DESCRIBE CONSIDERATION, e.g., continued employment, promotion, bonus, equity grant, severance, or \$[AMOUNT] paid on [DATE]]. The Parties agree that such consideration is adequate and sufficient.

8. Exceptions

8.1 The restrictions in this Agreement shall not prohibit Recipient from (a) responding to general advertisements or solicitations not specifically targeted at Company's Employees or Customers, (b) accepting employment through unsolicited contact by a third party where Recipient did not solicit such third party; provided, however, that Recipient shall not actively solicit Company Employees, Customers or Vendors in connection with such employment.

9. Confidentiality

9.1 Recipient acknowledges that during the course of Recipient's relationship with Company, Recipient may have access to Confidential Information. Recipient shall not disclose or use Confidential Information except as required in the ordinary course of performing duties for Company or as authorized in writing by Company. The confidentiality obligations shall survive termination of this Agreement in accordance with the terms of any separate confidentiality agreement between the Parties or, absent such agreement, for a period of [CONFIDENTIALITY TERM YEARS] years.

10. Remedies

10.1 Recipient acknowledges that a breach of this Agreement would cause irreparable harm to Company for which monetary damages would be an inadequate remedy. Accordingly, in addition to any other remedies available at law or in equity, Company shall be entitled to seek injunctive relief to enforce this Agreement without posting bond.

10.2 In the event of a breach or threatened breach by Recipient, Company shall also be entitled to recover from Recipient all losses, damages, costs and expenses (including reasonable attorneys' fees) incurred as a result of such breach.

10.3 Option for Liquidated Damages: If the Parties elect to include liquidated damages, the Parties agree that, in the event of a breach by Recipient, Recipient shall pay Company liquidated damages in the amount of \$[LIQUIDATED DAMAGES AMOUNT] per violation, which the Parties agree represents a reasonable estimate of the damages likely to be suffered by Company and is not a penalty. (Include only if applicable.)

11. No Conflict with Other Agreements

11.1 Recipient represents and warrants that Recipient's performance of all terms of this Agreement does not and will not breach any agreement to keep in confidence proprietary information acquired by Recipient in confidence or in trust prior to commencement of Recipient's relationship with Company.

12. Assignment

12.1 This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Recipient may not assign this Agreement or any rights hereunder without the prior written consent of Company. Company may assign this Agreement to any successor or Affiliate without Recipient's consent.

13. Severability

13.1 If any provision of this Agreement is determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the Parties agree that such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remainder of this Agreement shall remain in full force and effect.

14. Governing Law and Venue

14.1 This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflicts of law principles. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY], [STATE] for any action arising out of or relating to this Agreement.

15. Notices

15.1 All notices, requests, consents, demands, or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or sent by certified mail, return receipt requested, or by nationally recognized overnight courier, to the addresses set forth below or to such other address as a Party may designate by notice given in accordance with this Section.

If to Company:

[EMPLOYER NAME]

Attn: [CONTACT NAME/TITLE]

[EMPLOYER ADDRESS]

If to Recipient:

[RECIPIENT NAME]

[RECIPIENT ADDRESS]

16. Entire Agreement

16.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings and representations, whether oral or written, relating to such subject matter.

17. Amendment

17.1 This Agreement may be amended or modified only by a written instrument signed by both Parties.

18. Waiver

18.1 No waiver of any right under this Agreement shall be effective unless in writing and signed by the Party against whom the waiver is asserted. The failure of any Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right thereafter to enforce each and every provision of this Agreement.

19. Counterparts and Electronic Signatures

19.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile or electronic transmission (including PDF) shall be deemed original signatures for all purposes.

20. Acknowledgement

20.1 Recipient acknowledges that Recipient has read this Agreement, understands its terms, and has had an opportunity to consult with independent counsel prior to executing it. Recipient further acknowledges that the restrictions set forth herein are reasonable and necessary to protect the legitimate business interests of Company.

IN WITNESS WHEREOF, the Parties have executed this Non-Solicitation Agreement as of the Effective Date.

COMPANY:

[EMPLOYER NAME]

By: _____

Name: [SIGNATORY NAME]

Title: [SIGNATORY TITLE]

Date: _____

RECIPIENT:

[RECIPIENT NAME]

Signature: _____

Name: [RECIPIENT NAME]

Title (if applicable): [RECIPIENT TITLE]

Date: _____

Optional Exhibits (Attach if Applicable):

Exhibit A — List of Customers/Clients

Exhibit B — Confidential Information Description

Exhibit C — Consideration Details (e.g., stock grant, severance terms)

[END OF AGREEMENT]

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