# Non-Solicitation Agreement

\*\*This Non-Solicitation Agreement (the “Agreement”) is entered into as of [Date], by and between:\*\*

\*\*[Your Business Name]\*\*
Address: [Your Business Address]
("Employer")

and

\*\*[Employee’s/Contractor’s Name]\*\*
Address: [Employee’s/Contractor’s Address]
("Individual")

\*\*Collectively referred to as the "Parties."\*\*

## 1. Purpose

The purpose of this Agreement is to protect the Employer’s legitimate business interests by restricting the Individual from soliciting clients, customers, and employees during and after their association with the Employer.

## 2. Non-Solicitation Obligations

\*\*2.1 Non-Solicitation of Clients and Customers\*\*
The Individual agrees that, during their employment or contractual engagement and for a period of [Timeframe, e.g., 12 months] following termination, they will not directly or indirectly:
- Solicit, contact, or attempt to do business with any clients or customers of the Employer with whom the Individual had contact or access to information during their employment or engagement.
- Influence or attempt to influence any client or customer to terminate, reduce, or modify their business relationship with the Employer.

\*\*2.2 Non-Solicitation of Employees\*\*
The Individual further agrees that, during their employment or engagement and for a period of [Timeframe, e.g., 12 months] following termination, they will not directly or indirectly:
- Solicit, recruit, or encourage any employee, contractor, or agent of the Employer to leave their position or terminate their relationship with the Employer.
- Assist or participate in hiring any current or former employees or contractors of the Employer for competitive purposes.

## 3. Confidentiality

The Individual acknowledges that they may have access to confidential and proprietary information belonging to the Employer, including client lists, employee information, and trade secrets. The Individual agrees to maintain the confidentiality of such information and use it solely for authorized purposes.

## 4. Consideration

In consideration for signing this Agreement, the Employer agrees to provide:

- Employment or continued employment.
- Access to confidential and proprietary information necessary for the Individual’s role.

## 5. Enforcement and Remedies

The Individual acknowledges that any breach of this Agreement may cause irreparable harm to the Employer. In such cases, the Employer is entitled to:

- Seek injunctive relief to prevent further violations.
- Recover damages, including attorneys’ fees and court costs.

## 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [State].

## 7. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## 8. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior agreements, whether written or oral.

## 9. Amendments

This Agreement may only be amended in writing, signed by both Parties.

\*\*10. Signatures\*\*

\*\*Employer:\*\*
[Your Business Name]
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*Individual:\*\*
[Employee’s/Contractor’s Name]
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*This template is a starting point and should be customized based on the needs of your business and local laws. You may also want to consult a legal professional to ensure compliance with regulations.*