

Non-Solicitation Agreement

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Non-Solicitation Agreement

This Non-Solicitation Agreement (this "Agreement") is made on [Date] between [Company's full legal name] of [Company's address] (the "Company") and [Employee or contractor's full legal name] of [Individual's address] (the "Restricted Party"). Each is a "Party" and together they are the "Parties".

The Restricted Party is, or was, employed or engaged by the Company in a role that gives or gave the Restricted Party access to the Company's customer relationships, prospective customers, and knowledge of the Company's workforce. In exchange for that access — and for the consideration described in clause 7 — the Restricted Party agrees to the limited restrictions in this Agreement. This Agreement does not restrict the Restricted Party's ability to work in any trade, profession or business, including one that competes with the Company; see clause 4.

1. Definitions

In this Agreement:

- (a) "Solicit" means to directly or indirectly contact, approach, or communicate with a person or business for the purpose of inviting, encouraging, or attempting to bring about the result described in clause 2 or clause 3 — whether the Restricted Party does so personally, through another person or business, or on behalf of a new employer or venture. It does not include an act described as permitted in clause 5.
- (b) "Restricted Customer" means a customer or actively-pursued prospective customer of the Company with whom the Restricted Party had material personal contact, or about whom the Restricted Party received confidential business information, in the course of the Restricted Party's employment or engagement during the [Look-back period, e.g. twelve (12) months] before the Separation Date.
- (c) "Covered Employee" means any individual employed or engaged by the Company (as an employee, contractor, or otherwise) with whom the Restricted Party worked, or about whom the Restricted Party obtained non-public information, during the [Look-back period, e.g. twelve (12) months] before the Separation Date.
- (d) "Separation Date" means the date the Restricted Party's employment or engagement with the Company ends, for any reason.
- (e) "Competing Business" means a person or business that provides products or services the same as or substantially similar to those the Company provides.

2. Non-Solicitation of Customers

For the period stated in clause 6, the Restricted Party shall not, on behalf of a Competing Business, Solicit a Restricted Customer for the purpose of providing products or services that are the same as or substantially similar to those the Restricted Customer bought from or through the Company, or Solicit a Restricted Customer to end, reduce, or not renew its business relationship with the Company.

This clause restricts approaching a Restricted Customer. It does not restrict the Restricted Party from working for, owning, or operating a Competing Business, and it does not by itself prevent the Restricted Party from accepting business from a Restricted Customer who approaches the Restricted Party on the Restricted Customer's own initiative — see clause 5.

3. Non-Solicitation of Employees

For the period stated in clause 6, the Restricted Party shall not directly or indirectly Solicit a Covered Employee to terminate or reduce that Covered Employee's employment or engagement with the Company, or to accept employment or engagement with any other person or business, including a Competing Business or a business the Restricted Party owns, manages, or works for.

This clause restricts approaching a Covered Employee. It does not restrict a Covered Employee from applying for a role on the Covered Employee's own initiative, or from being hired through a response to a general recruitment effort permitted under clause 5.

4. No Restriction on Competition or Employment

Nothing in this Agreement restricts the Restricted Party from: working in any trade, profession, or business, including one that competes directly with the Company; accepting employment with, or providing services to, a Competing Business; owning, operating, or investing in a Competing Business; or using the general skills, knowledge, and experience the Restricted Party gained while employed or engaged by the Company.

This Agreement restricts only the specific approaches described in clause 2 and clause 3, for the limited period stated in clause 6. It is not a non-compete agreement and does not function as one. Nothing here overrides any separate confidentiality or intellectual property agreement between the Parties, which continues to apply on its own terms.

5. Permitted Activities

This Agreement does not prohibit the Restricted Party from:

- (a) placing, or responding to, a general advertisement or public job posting not specifically directed at a Restricted Customer or a Covered Employee;
- (b) accepting business from a Restricted Customer, or an application from a Covered Employee, who initiates contact entirely on their own accord and without any Solicitation by the Restricted Party;
- (c) continuing to serve a customer the Restricted Party served before joining the Company, under a relationship that existed and was disclosed to the Company in writing before the Restricted Party's employment or engagement began; or
- (d) engaging in ordinary professional or social contact with a Restricted Customer or Covered Employee that does not itself amount to Soliciting, such as being connected on a professional networking site or attending the same industry event.

6. Duration

The restrictions in clause 2 and clause 3 apply for [Non-solicitation period, e.g. twelve (12) months] after the Separation Date. This period runs regardless of the reason the Restricted Party's employment or engagement ends, and regardless of which Party ends it, unless the Parties agree otherwise in writing.

7. Acknowledgment and Consideration

The Restricted Party acknowledges that the Company's customer relationships and workforce are valuable to its business, that the Restricted Party's role gives access to information and relationships that could be used to the Company's detriment if not for this Agreement, and that the restrictions in this Agreement are limited to what is reasonably necessary to protect those interests — they do not, and are not intended to, prevent the Restricted Party from earning a livelihood.

This Agreement is entered into in exchange for

[Consideration, e.g. the Restricted Party's employment or continued employment with the Company, a severance payment, or a stated sum] ,

the receipt and sufficiency of which the Restricted Party acknowledges.

8. Remedies

The Restricted Party acknowledges that a breach of clause 2 or clause 3 may cause the Company harm that money alone cannot fully repair, and that the Company may seek injunctive or other equitable relief to stop or prevent a breach, in addition to damages and any other remedy available to it. Nothing in this clause limits the Restricted Party's right to contest whether a breach occurred.

If a court or arbitrator finds any restriction in this Agreement broader than the law of the applicable jurisdiction allows, the Parties intend for it to be narrowed only as much

as necessary to make it enforceable, rather than struck out entirely, to the extent the applicable law permits that approach.

9. Governing Law and Jurisdiction

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Delaware] . The Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

10. General

This Agreement is the entire agreement between the Parties about the subject matter of clauses 2 and 3, and replaces any earlier understanding on that subject. It does not replace or limit any separate confidentiality, intellectual property, or employment agreement between the Parties, which continues in force according to its own terms. This Agreement may only be amended in writing signed by both Parties.

Neither Party may assign this Agreement without the other's written consent, except that the Company may assign it to a successor that acquires substantially all of the Company's business. If any provision is held unenforceable, the rest continues in force to the extent permitted by clause 8. A failure to enforce a provision is not a waiver of it.

This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Company

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____

Restricted Party

Signature: _____

Printed name: _____

Date: _____