

# NON-SOLICITATION AGREEMENT

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This Non-Solicitation Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [COMPANY ADDRESS] (the "**Company**"); and

[EMPLOYEE/CONTRACTOR FULL NAME], an individual (the "**Restricted Party**").

Company and Restricted Party are each a "**Party**" and together the "**Parties**."

**Recitals.** Through the relationship between the Parties, the Restricted Party has or will have access to the Company's customers, prospects, employees, and Confidential Information. The Company has a legitimate interest in protecting its customer relationships, goodwill, and workforce stability. In exchange for the consideration described below, the Restricted Party agrees to the limited, reasonable non-solicitation restrictions in this Agreement, which are intended to be no broader than necessary and enforceable to the extent permitted by applicable law. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Definitions

**1.1 Confidential Information.** "**Confidential Information**" means the Company's non-public information, including customer and prospect lists, contact details, pricing, contract terms, and employee information.

**1.2 Customer.** "**Customer**" means any person or entity that, during the last [NUMBER, e.g. 12] months of the Restricted Party's relationship with the Company, was a customer of the Company with whom the Restricted Party had material contact or about whom the Restricted Party obtained Confidential Information.

**1.3 Prospective Customer.** "**Prospective Customer**" means any person or entity that the Company was actively soliciting during the last [NUMBER] months and with whom the Restricted Party had material contact.

**1.4 Covered Employee.** "**Covered Employee**" means any person who is or was, during the last [NUMBER] months, an employee or contractor of the Company with whom the Restricted Party worked or about whom the Restricted Party had Confidential Information.

**1.5 Restricted Period.** "**Restricted Period**" means the term of the relationship plus [NUMBER, e.g. 12] months after it ends, subject to any shorter maximum permitted by applicable law.

## 2. Consideration

**2.1 Consideration.** The Restricted Party enters into this Agreement in exchange for [CHOOSE: an offer of engagement / continued engagement / access to Confidential Information and customer relationships / a payment of \$AMOUNT], which the Restricted Party acknowledges is adequate, bargained-for consideration.

2.2 **Independent consideration.** Where applicable law requires separate or independent consideration for restrictions given to a current worker, the consideration in [Section 2.1] is intended to satisfy that requirement.

### 3. Non-Solicitation of Customers

3.1 **Covenant.** During the Restricted Period, the Restricted Party will not, directly or indirectly, solicit, divert, or attempt to take away the business of any Customer or Prospective Customer for the purpose of providing products or services that compete with the Company.

3.2 **Limited to actual relationships.** This covenant applies only to Customers and Prospective Customers as defined in Section 1 and does not restrict business with persons the Restricted Party had no material contact with or Confidential Information about.

3.3 **No interference.** During the Restricted Period, the Restricted Party will not induce any Customer to reduce, cancel, or stop doing business with the Company.

### 4. Non-Solicitation of Employees

4.1 **Covenant.** During the Restricted Period, the Restricted Party will not, directly or indirectly, solicit, recruit, or induce any Covered Employee to leave the Company.

4.2 **General advertising carve-out.** General job advertisements not targeted at Covered Employees, and the hiring of a person who responds to such an advertisement without other solicitation, are not a breach of this Section.

4.3 **No inducement to breach.** The Restricted Party will not induce any Covered Employee to breach an agreement with the Company.

### 5. Confidential Information

5.1 **Obligation.** The Restricted Party will not use Confidential Information to identify, target, or solicit Customers, Prospective Customers, or Covered Employees, and will return all Confidential Information on the end of the relationship.

5.2 **Trade secrets.** Trade secrets remain protected for as long as they qualify under applicable law, independent of the Restricted Period.

5.3 **Permitted disclosures.** Nothing in this Agreement prevents the Restricted Party from reporting suspected unlawful conduct to a government agency, participating in a government investigation, or making any disclosure protected by law, including protected whistleblower activity.

### 6. Acknowledgments and Reasonableness

6.1 **Legitimate interests.** The Restricted Party acknowledges that the restrictions protect the Company's customer goodwill, Confidential Information, and workforce, and are reasonable in duration and scope.

6.2 **Not a non-compete.** This Agreement restricts solicitation only; it does not prohibit the Restricted Party from working for a competitor or earning a living, except as needed to honor the non-solicitation covenants.

6.3 **Opportunity to review.** The Restricted Party acknowledges having had the opportunity to review this Agreement and consult an attorney before signing.

### 7. Remedies, Reformation, and Severability

**7.1 Injunctive relief.** The Restricted Party agrees that a breach may cause harm for which money damages are inadequate, and that the Company may seek injunctive relief, in addition to other remedies, to the extent permitted by law.

**7.2 Tolling.** To the extent permitted by applicable law, the Restricted Period will be extended for any period during which the Restricted Party is in violation.

**7.3 Reformation and severability.** If a court finds any restriction overbroad, the Parties ask the court to reform it to the maximum enforceable extent where the jurisdiction permits, and otherwise to sever it. The remaining provisions stay in effect.

**8. General Provisions**

**8.1 Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, except that mandatory restrictive-covenant laws of the jurisdiction where the Restricted Party works or resides will control where required. The Parties submit to the courts located in [COUNTY, STATE].

**8.2 Survival.** Sections 3, 4, 5, and 7 survive the end of the relationship for the duration of the Restricted Period and, for trade secrets, as the law provides.

**8.3 Assignment.** The Company may assign this Agreement to a successor in connection with a merger, acquisition, or sale of substantially all assets, to the extent permitted by applicable law. The Restricted Party may not assign it.

**8.4 No relationship guarantee.** Nothing in this Agreement guarantees continued employment or engagement or alters the at-will nature of any relationship where applicable.

**8.5 Entire agreement; amendment.** This Agreement is the entire agreement on its subject and may be amended only by a writing signed by both Parties.

**8.6 Counterparts and electronic signature.** 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 WITNESS WHEREOF,** the Parties have executed this Agreement as of the Effective Date.

COMPANY	RESTRICTED PARTY
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [RESTRICTED PARTY NAME]
Title: [TITLE]	Title: N/A
Date: _____	Date: _____

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