

Non-Solicitation Agreement

This Agreement is entered into as of [Date] between [Company name] ("Company") and [Signatory name] ("Signatory").

1. Background

The parties are entering into [describe the underlying relationship — e.g., a business sale, a services engagement, an employment separation] and wish to protect their respective employee and client relationships during and after that relationship.

2. Non-Solicitation of Employees

During the Restricted Period, Signatory agrees not to solicit, recruit, or hire any employee or independent contractor of Company with whom Signatory had contact or about whom Signatory learned confidential information during the relationship above.

3. Non-Solicitation of Clients

During the Restricted Period, Signatory agrees not to solicit any client or customer of Company with whom Signatory had contact during the relationship above, for the purpose of providing competing products or services.

4. Restricted Period

The "Restricted Period" is [Duration, e.g., 12 months] from [the date above / the end of the relationship above — specify].

5. Scope & Enforceability

Non-solicitation obligations — and this Agreement's enforceability generally — vary significantly by state; some states limit or narrow these restrictions considerably. This Agreement is intended to be limited to what is enforceable under applicable law, and any provision found unenforceable should be narrowed rather than voiding the rest of the Agreement.

6. Remedies

The parties agree that a breach of this Agreement may cause harm that is difficult to remedy with money alone, and that the non-breaching party may seek injunctive relief in addition to any other available remedy.

7. Governing Law

This agreement is governed by the laws of the State of [State].

Signatures

By signing below, each party agrees to these terms.

[Company name] ("Company")

Signature: _____ Printed name: _____ Date: _____

[Signatory name] ("Signatory")

Signature: _____ Printed name: _____ Date: _____

This template is a general starting point, not legal advice — customize it and have it reviewed for your situation.