

NON-SOLICITATION AGREEMENT

1. 1. Parties and Consideration

This Non-Solicitation Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [COMPANY NAME], a [ENTITY TYPE] located at [COMPANY ADDRESS] (the "Company"), and [RESTRICTED PARTY NAME], residing or located at [RESTRICTED PARTY ADDRESS] (the "Restricted Party"). In exchange for the promises in this Agreement, the Company is providing [CONSIDERATION, e.g., an offer of employment or engagement, a promotion, a payment of AMOUNT, access to confidential customer information, or continued access to Company accounts], which the Restricted Party acknowledges is good and valuable consideration. The Restricted Party acknowledges having had a reasonable opportunity to review this Agreement and to consult an attorney before signing.

2. 2. Definitions

"Covered Customer" means any customer, client, or account of the Company that, during the Look-Back Period, the Restricted Party (a) provided services to, (b) had material business contact with, (c) supervised or managed the relationship for, or (d) received Confidential Information about. "Covered Prospect" means any prospective customer that the Company actively solicited during the Look-Back Period and with whom the Restricted Party had material contact. "Covered Personnel" means any employee or independent contractor of the Company with whom the Restricted Party worked, whom the Restricted Party supervised, or about whom the Restricted Party received Confidential Information during the Look-Back Period. "Look-Back Period" means the final [LOOK-BACK PERIOD, e.g., 12 months] of the employment or engagement of the Restricted Party. "Restricted Period" means the period beginning on the last day of employment or engagement and continuing for [RESTRICTED PERIOD, e.g., 12 months].

3. 3. Non-Solicitation of Customers

During the Restricted Period, the Restricted Party will not, directly or indirectly, on their own behalf or on behalf of any other person or business, solicit, contact, or attempt to induce any Covered Customer to reduce, cease, or move any business it does with the Company, or to purchase from another provider products or services that compete with those the Company provided to that Covered Customer. This restriction is limited to the products and services of the Company that the Restricted Party was involved with during the Look-Back Period. It does not restrict the Restricted Party from doing business with a Covered Customer in a line of business that does not compete with the Company, and it does not restrict business with any customer the Restricted Party first developed independently and disclosed in writing on Exhibit A before signing.

4. 4. Unsolicited Business and General Advertising

Nothing in this Agreement prevents the Restricted Party from accepting business from a Covered Customer who contacts the Restricted Party first, without any direct or indirect solicitation, encouragement, or inducement by the Restricted Party or by anyone acting on their behalf. Announcing a change of employer through a general social media update, a professional networking profile, a mass mailing not targeted at Covered Customers, or a general advertisement is not solicitation under this Agreement. [ACCEPTANCE OPTION: The Parties may instead elect that the Restricted Party will not accept competing business from a Covered Customer during the Restricted Period even if the customer initiates contact; if that option is selected, initial here: _____.] The Restricted Party will not use Confidential Information, customer lists, or Company systems to identify or reach any Covered Customer at any time.

5. 5. Non-Interference with Prospects and Suppliers

During the Restricted Period, the Restricted Party will not knowingly interfere with, or attempt to divert, any Covered Prospect relationship that the Company was actively pursuing at the time the employment or engagement ended and about which the Restricted Party had material contact or Confidential Information. The Restricted Party will also not induce any supplier, vendor, licensor, or referral partner of the Company to terminate or materially reduce its relationship with the Company, or to breach any agreement with the Company. This Section does not prevent the Restricted Party from doing business with a supplier, vendor, or partner on ordinary commercial terms, provided the Restricted Party does not encourage that party to reduce or end its dealings with the Company.

6. 6. Non-Solicitation of Employees and Contractors

During the Restricted Period, the Restricted Party will not, directly or indirectly, solicit, recruit, induce, or encourage any Covered Personnel to end their employment or engagement with the Company, and will not assist any other person or business in doing so. This restriction includes providing another employer with confidential compensation, performance, organizational chart, or contact information about Covered Personnel. It does not prohibit the Restricted Party from serving as a personal reference at the request of the individual, from responding to an inquiry that the individual initiated without any prior encouragement, or from participating in general recruiting activity such as public job postings, job fairs, or advertisements that are not targeted at Covered Personnel. [NO-HIRE OPTION: The Parties may additionally agree that the Restricted Party will not hire any Covered Personnel during the Restricted Period; if that option is selected, initial here: _____.]

7. 7. Confidential Information and Customer Data

"Confidential Information" means non-public information of the Company and its customers, including customer and prospect lists, contact records, contract terms, renewal dates, pricing and discount structures, margin data, sales pipeline reports, business plans, and any information marked or reasonably understood to be confidential. The Restricted Party will not use or disclose Confidential Information at any time except to perform work for the Company. Customer contact information, pipeline data, and account histories stored in the systems of the Company are the property of the Company regardless of who created the record or which device holds it, and the Restricted Party will not copy, export, forward, screenshot, or synchronize that information to any personal account, device, or third-party service. Trade secret protections continue for as long as the information qualifies as a trade secret under applicable law, and the Restricted Party is notified of the immunity provided by the Defend Trade Secrets Act for confidential disclosures to a government official or attorney to report or investigate a suspected violation of law.

8. 8. Return of Materials and Contact Records

On or before the last day of employment or engagement, or earlier on request, the Restricted Party will return all Company property and all materials containing Confidential Information, including customer lists, proposals, pricing sheets, notes, and business cards collected in the course of the work, in any format. The Restricted Party will remove Company contact records from personal phones, address books, email accounts, and cloud storage, and will not retain any exported copy of a customer relationship management system. The Restricted Party will confirm in writing that these steps have been completed and, on reasonable request, will cooperate with a review of any personal account into which Company data may have been copied, to the extent permitted by applicable privacy law. Personal connections on professional networking platforms need not be deleted, but the Restricted Party will not use them in a manner that violates Section 3 or Section 6.

9. 9. This Agreement Is Not a Non-Compete

The Parties acknowledge that this Agreement does not prevent the Restricted Party from working for, owning, or providing services to any business, including a competitor of the Company, and does not restrict the geographic area in which the Restricted Party may work. The only restrictions imposed are on soliciting the specific customers, prospects, suppliers, and personnel identified in this Agreement, and on the use of Confidential Information. The Parties intend for this Agreement to be interpreted as a customer and personnel non-solicitation covenant rather than as a covenant not to compete. If any provision would be construed as a covenant not to compete under applicable law, that provision will be narrowed or severed as described in Section 11 so that the remaining non-solicitation obligations continue in force.

10. 10. Duration, Tolling, and Effect of Separation

The Restricted Period begins on the last day of employment or engagement, regardless of the reason it ended, unless applicable law provides otherwise. If the Restricted Party violates Section 3, 5, or 6, the Restricted Period for the violated Section is extended by the length of the violation, up to a maximum additional [MAXIMUM TOLLING PERIOD, e.g., 12 months]. The obligations in Sections 7 and 8 are not limited to the Restricted Period and continue after it ends. [SEPARATION OPTION: If the Company terminates the employment or engagement without cause, the Restricted Period will be reduced to SHORTENED PERIOD or will not apply, as the Parties elect here: _____.] Nothing in this Section extends any restriction beyond the maximum duration permitted by the law of the state where the Restricted Party primarily works.

11. 11. Reasonableness, Reformation, and State Law Limits

The Restricted Party acknowledges that the restrictions in this Agreement are reasonable in scope and duration, are necessary to protect the customer goodwill and workforce investment of the Company, and do not prevent the Restricted Party from earning a living. If a court finds any restriction unenforceable as written, the Parties ask the court to narrow it to the maximum extent enforceable and to enforce it as narrowed; if it cannot be narrowed, it will be severed and the remaining provisions will continue in full force. This Agreement is subject to the law of the state in which the Restricted Party primarily works, and is deemed modified to comply with any applicable earnings threshold, notice requirement, maximum duration, or restriction on covenants applying to non-exempt or terminated employees. Where applicable law prohibits a no-hire or employee non-solicitation provision, that provision does not apply and the customer non-solicitation obligations remain in effect.

12. 12. Remedies and Injunctive Relief

The Restricted Party acknowledges that a breach of this Agreement may cause the Company harm that is difficult to measure in money, and that the Company may seek a temporary restraining order, preliminary injunction, or permanent injunction, in addition to any other remedy available at law or in equity. The Company is not required to post a bond except as required by applicable law. [FEE PROVISION, e.g., The prevailing Party may recover reasonable attorney fees and costs / Each Party bears its own fees and costs] to the extent permitted by applicable law. Any failure by the Company to enforce a provision on one occasion does not waive its right to enforce that provision later. Nothing in this Section limits the right of the Restricted Party to defend against enforcement or to seek a declaration that a restriction is unenforceable.

13. 13. Governing Law, Assignment, and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws rules, and any action will be brought in the state or federal courts located in [VENUE COUNTY AND STATE], except where applicable law requires that a dispute involving an employee be heard where that employee primarily works. This Agreement does not create a contract of employment for any period, and any employment relationship remains at will unless a separate signed agreement states otherwise. The Company may assign this Agreement to a

successor in a merger or sale of substantially all assets, and the Restricted Party consents to that assignment; the Restricted Party may not assign it. This Agreement may be amended only in a writing signed by both Parties, and it supersedes any prior non-solicitation agreement between the Parties covering the same subject matter.

14. 14. Signatures

By signing below, the Restricted Party confirms that they have read this Agreement, understand the restrictions it places on soliciting customers and personnel after the relationship ends, and agree to be bound by it. COMPANY: [COMPANY NAME]. Signature: _____. Printed Name: [COMPANY SIGNER NAME]. Title: [TITLE]. Date: [DATE]. RESTRICTED PARTY: Signature: _____. Printed Name: [RESTRICTED PARTY NAME]. Date: [DATE]. Date this Agreement was first provided to the Restricted Party: [DELIVERY DATE]. Electronic signatures and counterpart copies have the same effect as original signatures.

15. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Non-solicitation covenants are regulated at the state level, and rules on duration, required consideration, employee non-solicitation and no-hire terms, and coverage of lower-wage workers differ significantly across jurisdictions. Review and adapt this document for the state where the individual actually works, and consult a licensed employment attorney before signing or enforcing it. Use of this template does not create an attorney-client relationship with ScanContract.

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