

NON-SOLICITATION AGREEMENT

Parties: _____

Disclosing Party Information:

Full Name: _____

Address: _____

Phone/Email: _____

Receiving Party Information:

Full Name: _____

Address: _____

Phone/Email: _____

1. Purpose

The Disclosing Party possesses certain confidential and proprietary information relating to its business, operations, and clients. The Receiving Party agrees that it shall not directly or indirectly solicit, induce, or attempt to solicit or induce any employee, consultant, contractor, customer, or client of the Disclosing Party to terminate or alter their relationship with the Disclosing Party.

2. Non-Solicitation Obligations

The Receiving Party agrees for a period of two (2) years following the termination or expiration of any business relationship between the parties, not to solicit or engage in any activity that would interfere with the Disclosing Party's business relationships, including without limitation, soliciting employees, contractors, clients, or customers of the Disclosing Party.

3. Exceptions

The obligations under this Agreement shall not apply to any individual or entity that independently initiates contact with the Receiving Party without any direct or indirect solicitation by the Receiving Party or to any employee or consultant who responds to a general advertisement or solicitation not specifically targeted at the Disclosing Party's employees or clients.

4. Confidentiality

The Receiving Party agrees to maintain in strict confidence all confidential information received from the Disclosing Party, and to use such information solely for the purposes permitted by the Disclosing Party. Confidential information shall not include information which is publicly available, independently developed, or rightfully obtained from a third party.

5. Term

This Agreement shall be effective as of the date of execution by the parties and shall continue in full force and effect for a period of two (2) years following the termination of any business relationship between the parties.

6. Remedies

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which damages would be an inadequate remedy. Therefore, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, or any other equitable remedies in addition to any other remedies available at law or in equity.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflicts of law provisions.

8. Severability

If any provision of this Agreement is determined to be unlawful, void, or unenforceable, such provision shall be severed and the remainder of this Agreement shall remain in full force and effect.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or communications, whether written or oral.

10. Amendments

No modification or amendment of this Agreement shall be effective unless made in writing and signed by both parties.

11. Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions.

12. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

13. Notices

All notices, demands, or other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by nationally recognized overnight courier, or mailed by certified mail, return receipt requested, to the addresses set forth above or such other address as either party may designate in writing.

14. No License

Nothing in this Agreement grants the Receiving Party any rights to any patents, copyrights, trademarks, or other intellectual property of the Disclosing Party, except as expressly set forth herein.

15. Relationship of Parties

Nothing contained in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

16. Counterparts and Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Electronic signatures shall be deemed to have the same legal effect as original signatures.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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