

Non-Solicitation Agreement

A promise not to solicit clients or staff during and after a working relationship. Template v1.0.

Date of this agreement: _____

Company: _____

Individual: _____

Relationship with the Company: _____

The Individual works, or will work, with the Company as described above. Through that work the Individual gets to know the Company's clients and staff. This agreement protects those relationships in a fair and limited way.

1. Restricted period

Restricted period, in months after the relationship ends: _____

The promises below apply while the Individual works with the Company and for the restricted period after the relationship ends, for any reason.

2. No soliciting clients

During that time, the Individual will not, directly or through others, solicit a Client to buy competing products or services or to reduce its business with the Company. A Client is a person or business the Individual dealt with, or received confidential information about, in the last 12 months of the relationship.

This does not stop the Individual from general advertising that is not aimed at Clients, or from dealing with a Client who approaches them without any solicitation, where the law allows that.

3. No soliciting staff

During that time, the Individual will not solicit or encourage an employee or contractor of the Company to leave, if the Individual worked with or managed them in the last 12 months of the relationship. A general job advertisement not aimed at Company staff is not solicitation, and neither is hiring someone who answers it.

4. Not a non-compete

This agreement does not stop the Individual from working for a competitor, starting a business or earning a living in their field. It only limits solicitation as described above.

5. Reasonable limits

The parties agree these limits are reasonable to protect the Company's legitimate business interests. If a court finds any limit too broad, the parties intend the court to narrow it to what can be enforced, where the law allows that. The rest of this agreement still applies.

6. Remedies

A breach may cause harm that money alone cannot repair. The Company may ask a court for an order to stop a breach, as well as any other remedy the law allows. Each party pays its own legal costs unless a court orders otherwise.

7. Governing law

This agreement is governed by the laws of:

8. Whole agreement

This agreement is the whole agreement about solicitation and adds to any employment or contractor agreement between the parties. A change is valid only in writing signed by both parties. The Individual confirms they had the chance to get advice before signing.

Individual

Signature

Name

Date

Email

For the Company

Signature

Name

Date

Title