NON-SOLICITATION AGREEMENT

This Non-Solicitation Agreement (this "Agreement") is made on _____, 20____ (the "Effective Date").

Company (the "Protected Party"): _____, mailing address _____.

Restricted Party (check one: [ ] employee [ ] independent contractor [ ] seller of a business [ ] other business): _____, mailing address _____.

1. BACKGROUND AND CONSIDERATION

The Company is in the business of _____. The Restricted Party's relationship with the Company (the "Relationship") is: _____, starting on _____.

In exchange for the Restricted Party's promises, the Company provides: _____. For a current employee, this should be something new, such as a payment, raise or promotion, and not only continued employment.

2. RESTRICTED PERIOD

The "Restricted Period" is the time the Relationship continues plus _____ months after it ends for any reason (for a business sale, _____ months starting on the closing date).

"Confidential Information" means non-public information about the Company's customers, pricing, sales, employees, plans, methods and finances that the Restricted Party learns through the Relationship, other than information that is or becomes public through no fault of the Restricted Party.

3. NON-SOLICITATION OF CUSTOMERS

During the Restricted Period, the Restricted Party will not ask, encourage or try to influence any Customer to stop or reduce its business with the Company, or to buy competing products or services elsewhere.

A "Customer" is any person or business that bought from the Company during the _____ months before the Relationship ends and with which the Restricted Party dealt directly or about which the Restricted Party received Confidential Information. This section applies only to Customers located in _____ (leave blank for no area limit).

This section does not stop the Restricted Party from doing business with a Customer that makes the first contact without any solicitation.

4. NON-SOLICITATION OF EMPLOYEES

During the Restricted Period, the Restricted Party will not solicit or recruit any employee or individual contractor of the Company with whom the Restricted Party worked during the last 12 months of the Relationship to leave the Company. A general job posting not aimed at the Company's people is not a solicitation.

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5. REASONABLENESS AND REMEDIES

The Restricted Party agrees these restrictions are reasonable and no broader than needed to protect the Company's customer goodwill, Confidential Information and workforce. This Agreement does not by itself stop the Restricted Party from working for a competitor. Nothing in it limits the right to report possible violations of law to a government agency or to discuss working conditions.

A breach could cause harm that money cannot repair, so the Company may ask a court to stop it, in addition to any other remedy. If a court finds a restriction too broad, the parties ask that it be narrowed to what the law allows and enforced as narrowed.

6. GOVERNING LAW AND GENERAL TERMS

The laws of the State of _____ govern this Agreement. Any lawsuit about it will be brought in the courts serving _____ County.

This Agreement is the complete agreement between the parties about non-solicitation and can be changed only in a signed writing. It survives the end of the Relationship for the periods stated. It may be signed in counterparts and electronically.

Additional terms: _____

Note: California, North Dakota and some other states void or limit worker non-solicitation promises, and states such as Colorado and Illinois set pay thresholds and notice rules. Check your state's rules before you sign.

SIGNATURES

Company

Signature: _____ Date: _____

Printed Name: _____

Restricted Party

Signature: _____ Date: _____

Printed Name: _____

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