**NON SOLICITATION AGREEMENT**

This is an Agreement between\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [NAME OF EMPLOYEE] and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [NAME OF COMPANY]. The Agreement is effective on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In consideration of the employment opportunity provided by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, You, intending to be legally bound, agree to the following:

1. **Term of Agreement:** This Agreement becomes effective on the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and will continue in force for the duration of your employment with the Company and for one year thereafter.
2. **Limitations of this Agreement:** This Agreement is not a work contract. Neither You nor the Company are bound by any specific employment terms. This Agreement is confined to the subject matter of non-competition and non-solicitation covenants as defined in this Agreement.
3. **Covenant not to Compete:** You agree that you will not engage in any business activity that is competitive with the Company, nor will you work for any company that is competitive with the Company, throughout the length of your employment with the Company. You will not, for yourself or on behalf of any other person or business enterprise, engage in any commercial activity that competes with the Company within\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ miles of the facility where you were employed for a period of one (1) year immediately following the termination of your employment.
4. **Non-Solicitation:** You agree not to solicit any employee or independent contractor of the Company on behalf of any other business enterprise during the term of your employment, and you agree not to induce any employee or independent contractor associated with the Company to terminate or breach an employment, contractual, or other relationship with the Company for a period of one (1) year immediately following.
5. **Soliciting Customers After Termination of Agreement:** You shall not, directly or indirectly, disclose to any person, firm, or corporation the names or addresses of any of the Company's customers or clients, or any other information pertaining to them, for a period of one(1) year following the termination of your employment and relationship with the Company. Neither shall you call on, solicit, take away, or attempt to call on, solicit, or take away any client of the Company with whom You have called or with whom You have become acquainted as a direct or indirect result of your employment with the Company.
6. **Injunctive Relief**: You hereby acknowledge (1) that the Company will suffer irreparable harm if You breach your obligations under this Agreement; and (2) that monetary damages will be inadequate to compensate the Company for such a breach. Therefore, if You breach any of such provisions, then the Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.
7. **Severable Provisions:** The terms of this Agreement are severable, and if any one or more of them are found to be illegal or otherwise unenforceable, in whole or in part, the other provisions and any partially unenforceable provisions, to the degree enforceable, shall remain binding and enforceable.
8. **Modifications:** This Agreement may be modified only by a writing executed by both You and the Company.
9. **Waiver:** Any waiver of a default under this Agreement must be in writing and shall not be construed as a waiver of any subsequent default under the same or any other provision of this Agreement. No delay or omission in exercising any right or remedy shall impair or be construed as a waiver of such right or remedy. A consent to or approval of one act does not waive or render unnecessary consent to or approval of another or subsequent act.
10. **Jurisdiction and Venue**: This Agreement is to be construed pursuant to the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_--. You agree to submit to the jurisdiction and venue of any court of competent jurisdiction in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [STATE] without regard to conflict of laws provisions, for any claim arising out of this Agreement.

Date\_\_\_\_\_\_\_\_\_\_ [NAME OF COMPANY]

 By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By signing here, you indicate that you have read and understood the preceding Agreement, that you agree to abide by all of its terms, and that you have received a copy of the Agreement.

Date\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Employee