**Non-Solicitation Agreement**

This Non-Solicitation Agreement (the "Agreement") is made and entered into as of [Date], by and between [Company Name], a [State] corporation with its principal place of business at [Company Address] (the "Company"), and [Employee Name], residing at [Employee Address] (the "Employee").

**1. Purpose**

The purpose of this Agreement is to protect the Company's legitimate business interests, including its client relationships, goodwill, and confidential information.

**2. Non-Solicitation of Clients**

During the term of Employee’s employment with the Company and for a period of twelve (12) months following the termination of Employee’s employment for any reason, the Employee agrees not to, directly or indirectly, solicit, contact, or engage in business with any clients, customers, or partners of the Company with whom the Employee had contact or about whom the Employee gained knowledge during the course of their employment with the Company.

**3. Non-Solicitation of Employees**

The Employee further agrees that during the term of their employment with the Company and for a period of twelve (12) months following the termination of their employment for any reason, the Employee shall not, directly or indirectly, solicit, encourage, or induce any employee of the Company to terminate their employment with the Company or to accept employment with any other business.

**4. Confidentiality**

The Employee agrees to maintain the confidentiality of all proprietary information, trade secrets, client lists, and any other confidential information of the Company both during and after the term of employment. The Employee shall not disclose such information to any third party without the prior written consent of the Company.

**5. Reasonableness**

The Employee acknowledges that the restrictions contained in this Agreement are necessary to protect the Company’s legitimate business interests and that these restrictions are reasonable in scope, duration, and geographic area.

**6. Consideration**

The Employee acknowledges that the consideration for this Agreement includes the Employee’s continued employment with the Company, access to confidential information, and other benefits provided by the Company.

**7. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of [State].

**8. Entire Agreement**

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

**9. Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**10. Amendment and Waiver**

This Agreement may be amended or modified only by a written agreement signed by both parties. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided.

**11. Notices**

Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given if delivered personally or sent by certified mail, return receipt requested, to the parties at their respective addresses set forth above.

**IN WITNESS WHEREOF, the parties hereto have executed this Non-Solicitation Agreement as of the day and year first above written.**

[Company Name]  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
[Authorized Signatory Name]  
[Title]

[Employee Name]

[Employee Signature]

**Disclaimer:** This document is intended as a sample agreement for informational purposes only and does not constitute legal advice. Employers and employees should consult with an attorney knowledgeable about the laws in their state to ensure that any agreement complies with local regulations and addresses their specific legal needs.