**NON-SOLICITATION AGREEMENT**

**Non-solicitation of established clients**

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acknowledge and agree that during the period of my employment and for a period of twelve (12) months from the date of termination of my employment with [COMPANY NAME] hereafter referred to as such, or as [COMMON COMPANY NAME] or “the Company”, not to directly solicit the sale of goods, services or any combination of goods and services from the established clients or customers of [COMMON COMPANY NAME].

**Non-solicitation of other employees**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_agree so long as employed by [COMPANY NAME] and for a period of twelve (12) months after leaving for any reason whatsoever, not to directly or indirectly, actively or inactively, recruit, solicit, or otherwise induce or attempt to induce any employee or independent contractor of [COMMON COMPANY NAME] to terminate his or her employment with the Company or otherwise to act contrary to the interests of the Company.

**Presentment to any New Employer**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_agree to give a copy of this Agreement to any new employer prior to my first day of work their so that the new Employer can evaluate whether they may be in violation of this Agreement.   I and [COMMON COMPANY NAME] both believe that this step will help prevent any future conflict under this Agreement and I promise faithfully to exercise this requirement under this Agreement.

**Restrictions Reasonable**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acknowledge that all restrictions in this Agreement are reasonable in the circumstances and hereby waive all defenses to the enforcement thereof by the [COMMON COMPANY NAME].  In the event that any provisions of this Agreement shall be deemed void or invalid by a court, the remaining provisions shall remain in full force and effect and I hereby confer upon such court the power to replace such void or invalid provisions with such other enforceable and valid provisions as shall be as near as may be to the original in form and effect.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Date