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### **NONSOLICITATION AGREEMENT**

\_\_\_\_\_ (“Employer”),  
with a business address at \_\_\_\_\_,  
\_\_\_\_\_, and \_\_\_\_\_,  
\_\_\_\_\_ (“Employee”), with a residence address at \_\_\_\_\_,  
\_\_\_\_\_, (each a “Party” and collectively, the  
“Parties”) hereby enter this Nonsolicitation Agreement (“Agreement”), to be effective as  
of \_\_\_\_\_, 20\_\_\_\_, and agree as follows:

1. Nonsolicitation of Employees.

During the period of Employee’s employment with Employer, and for a period of one (1) year after the cessation of employment for any reason, whether with or without cause, Employee shall not directly or indirectly, either alone or in concert with others, solicit or entice any employee of or consultant to Employer to leave Employer or to work for any one in competition with Employer.

2. Nonsolicitation of Customers.

During the period of Employee’s employment with Employer and for a period of one (1) year after the cessation of Employee’s employment with Employer for any reason, whether with or without cause, Employee shall not directly or indirectly, using any trade secrets of Employer (as defined by applicable state law), or using any unfair method of competition (as defined by applicable state law), either alone or in concert with others, solicit, entice, or in any way divert any of Employer’s customers or suppliers to do business with any business entity in competition with Employer, nor shall Employee directly or indirectly, either alone or in concert with others, discourage any of Employer’s customers or suppliers to cease doing business with Employer or to reduce the amount of business transacted with Employer.

During the period of Employee’s employment with Employer and for a period of one (1) year immediately following Employee’s termination of employment with Employer for any reason, Employee shall not directly or indirectly, using trade secrets of Employer (as defined by applicable state law and including without limitation, any customer list of Employer that is a trade secret), or using any unfair method of competition (as defined by applicable state law), attempt to contact or solicit, on Employee’s own behalf, or for any other person or business entity, any of Employer’s clients or customers (including prospective clients or customers) whom Employee has personally called on or dealt with (or calls on or deals with while employed, following the execution of this Agreement).

3. Competitive Businesses.

During the term of Employee's employment with Employer, Employee shall not engage in any way in any activity competitive with the business of Employer, and shall not work for, own, or control (as a full or part time, paid or unpaid, employee, contractor, consultant, owner, officer, director, or member), nor furnish equipment or engage in any personal relationship with any customers or competitors of Employer in any way that is competitive with the business of Employer, except with Employer's prior written consent.

4. Restrictions Not Unreasonable.

The Parties agree that the restrictions on Employee's conduct in this Agreement are reasonable in nature, scope, and duration, and that none of them inhibit Employee's ability to make a living in his or her chosen field in the area in which Employee lives and works.

5. Injunctive Relief.

Monetary damages being inadequate to account to remedy a breach of this Agreement, any Party may apply to a court of competent jurisdiction for a preliminary or permanent injunction.

For any action at law or in equity, the prevailing Party, as determined by the court or other dispute resolution forum shall be entitled to reimbursement of his, her, or its actual reasonable attorneys fees and costs.

6. Binding on Successors.

The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the heirs, executors, administrators, assigns, and successors in interest of each of the Parties.

7. Entire Agreement.

Except as otherwise provided herein, this Agreement constitutes an integration of the entire understanding and agreement of the Parties with respect to the subject matter hereof. Any representations, warranties, promises, or conditions, whether written or oral, not specifically and expressly incorporated in this Agreement, shall not be binding on any of the Parties, and each of the Parties acknowledges that he, she, or it has not relied, in entering into this Agreement, on any representation, warranty, promise, or condition not specifically and expressly set forth in this Agreement. All prior discussions and writings have been, and are, merged and integrated into, and are superseded by, this Agreement.

8. Amendments.

The Parties agree that any amendments or modifications to this Agreement shall be deemed null and void unless such amendments or modifications are in writing, specifically refer to this Agreement, and are signed by authorized representatives of all Parties.

9. Severability.

In the event that any provision of this Agreement is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

10. Headings.

The heading in this Agreement are for convenient reference only and shall not limit or otherwise affect any of the terms of this Agreement.

11. Choice of Law.

This Agreement shall be interpreted in accordance with the laws of the State of \_\_\_\_\_ and of the United State of America applicable to contracts executed and performed entirely therein, without regard to its conflicts of law provisions.

12. Drafting.

This Agreement shall be deemed to have been drafted jointly by the Parties hereto. Any uncertainty or ambiguity shall not be construed for or against any Party based on attribution of drafting to said Party. The Parties acknowledge and represent that each of them have been given an opportunity to consult with, an attorney(s) of his, her, or its own choice in connection with the execution of this Agreement.

13. Counterparts; Effectiveness.

This Agreement may be executed in multiple counterparts, each of which, when solely executed, shall be deemed an original, but which counterparts together shall constitute one and the same instrument. A signature delivered via facsimile, email, or attachment to email shall be equally as effective as an original signature delivered in-person, by postal mail, or by any other means.

The remainder of this page intentionally left blank.

14. Acknowledgement.

EACH PARTY SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE, SHE, OR IT HAS CAREFULLY READ AND FULLY UNDERSTANDS THIS AGREEMENT AND ITS FINAL AND BINDING EFFECT; HAS BEEN AFFORDED SUFFICIENT TIME AND OPPORTUNITY TO REVIEW THIS AGREEMENT WITH ADVISORS OR ATTORNEYS OF HIS, HER, OR ITS CHOICE; HAS HAD AN OPPORTUNITY TO NEGOTIATE WITH REGARD TO THE TERMS OF THIS AGREEMENT; IS FULLY COMPETENT TO MANAGE HIS, HER, OR ITS OWN BUSINESS AFFAIRS AND TO ENTER INTO OR SIGN THIS AGREEMENT; HAS SIGNED THIS AGREEMENT KNOWINGLY, FREELY, AND VOLUNTARILY; AND THAT THE ONLY PROMISES MADE TO INDUCE HIM, HER, OR IT TO SIGN THIS AGREEMENT ARE THOSE STATED HEREIN.

EMPLOYER:

Name: \_\_\_\_\_

By (Signature): \_\_\_\_\_

By (Print Name): \_\_\_\_\_

Its (Title): \_\_\_\_\_

Date: \_\_\_\_\_

EMPLOYEE:

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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