

NON-SOLICITATION AGREEMENT

Parties: _____

Disclosing Party Information:

Full Legal Name: _____

Address: _____

Phone/Email: _____

Receiving Party Information:

Full Legal Name: _____

Address: _____

Phone/Email: _____

1. Purpose

The Parties wish to explore a potential business relationship or transaction (the "Purpose") during which Disclosing Party may share certain confidential and proprietary information with Receiving Party. This Agreement governs the terms under which such information may be disclosed and used.

2. Definition of Confidential Information

"Confidential Information" means any and all non-public information disclosed by Disclosing Party to Receiving Party, whether in oral, written, electronic, or any other form, including but not limited to business plans, strategies, financial information, customer data, trade secrets, technical data, inventions, processes, and know-how.

3. Non-Solicitation

Receiving Party agrees that during the term of this Agreement and for a period of two (2) years thereafter, Receiving Party shall not, directly or indirectly, solicit, induce, or attempt to solicit or induce any employee, consultant, contractor, or customer of Disclosing Party to terminate or breach their relationship with Disclosing Party or to become employed or engaged by Receiving Party or any third party.

4. Use and Protection of Confidential Information

Receiving Party shall use Confidential Information solely for the Purpose and shall protect such information with the same degree of care as it uses for its own confidential information, but in no event less than reasonable care. Receiving Party shall not disclose Confidential Information to any third party without prior written consent of Disclosing Party.

5. Exceptions

Confidential Information does not include information which: (a) is or becomes publicly known through no breach of this Agreement; (b) is rightfully received from a third party without restriction; (c) is independently developed without use of Confidential Information; or (d) is required to be disclosed by law or court order, provided Receiving Party gives prompt notice to Disclosing Party.

6. Return or Destruction

Upon termination of discussions or upon Disclosing Party's written request, Receiving Party shall promptly return or destroy all materials containing Confidential Information and certify such destruction in writing.

7. No License or Ownership

Nothing in this Agreement grants Receiving Party any rights, by license or otherwise, to any Confidential Information

except as expressly set forth herein. All Confidential Information remains the sole property of Disclosing Party.

8. Term

This Agreement shall commence on the effective date of execution and continue for a period of two (2) years, unless terminated earlier by either party with thirty (30) days' written notice.

9. Remedies

Receiving Party acknowledges that breach of this Agreement may cause irreparable harm to Disclosing Party for which monetary damages may be insufficient. Disclosing Party shall be entitled to seek injunctive relief and any other remedies available at law or in equity.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

11. Entire Agreement; Amendments

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes all prior oral or written communications. Any amendments must be in writing and signed by both parties.

12. Severability

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

13. Waiver

No failure or delay by either party in exercising any right shall operate as a waiver of that right.

14. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be signed electronically or by PDF.

15. No Solicitation of Business

Receiving Party agrees not to solicit or engage any clients, customers, or business opportunities of Disclosing Party related to the Purpose for the term of this Agreement and for two (2) years thereafter.

16. Relationship of Parties

Nothing in this Agreement creates a partnership, joint venture, or agency relationship between the parties.

17. Notices

All notices under this Agreement shall be in writing and deemed given when delivered by hand, certified mail, nationally recognized overnight courier, or electronic delivery with confirmation.

18. Injunctive Relief

Receiving Party acknowledges that violation of the non-solicitation provisions would cause irreparable damage and agrees that Disclosing Party may seek immediate injunctive relief.

19. No Assignment

Neither party may assign or transfer their rights or obligations without the prior written consent of the other party.

20. Survival

The obligations under this Agreement which by their nature should survive termination shall so survive, including but not limited to confidentiality and non-solicitation obligations.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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