

Non-Solicitation Agreement

A stylized illustration of a document with a pencil and a cursor. The document is white with a black outline and contains three horizontal lines representing text. A pencil is positioned diagonally across the top right of the document. A mouse cursor arrow points towards the bottom left of the document. There are several small black plus signs and two stylized eyes floating around the document, suggesting a focus or attention on the document.

Ditch the PDF back and forth! Send your contract with Contractbook to **stay on top** of renewals, deadlines, and obligations with automatic reminders, tasks, and more.

Send

Set the signature

J

Jake Oleander

You

 SMS Verification

 Draw a signature

T

Tom Inland

 SMS Verification

 MitID Substans

R

Rebecca Bell

 SMS Verification

 Sign with a click

 Bar

Send for signatures

[\[state\]](#)

WHEREAS, [\[sender.company\]](#) ("Company") is in the business of:

1. [\[activity 1\]](#)
2. [\[activity 2\]](#)
3. [\[activity 3\]](#)

("Business");

WHEREAS, for sufficient and valuable consideration [\[employee.firstname\]](#) [\[employee.lastname\]](#) ("**Employee**") has entered into an employment contract with the Company in the capacity of [\[insert job title\]](#) ("**Employment Contract**") and the Parties have agreed that the duties of the Employee shall include but are not limited to the following:

1. [\[duty 1\]](#)
2. [\[duty 2\]](#)
3. [\[duty 3\]](#)

and a copy of the Employment Contract is attached hereto as Exhibit A;

WHEREAS, the Company seeks to protect its business interests and economic interests in any confidential information and Intellectual Property that the Employee may gain access to in his/her capacity as [\[insert job title\]](#).

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the Parties hereto, the Company and the Employee covenant and agree as follows:

1. ACKNOWLEDGEMENT OF RELATIONSHIP

The Parties agree and acknowledge that this Agreement is granted in consideration of the promises agreed to in the Employment Agreement. Except as provided in the Employment Agreement, the Parties state that they are or will be an Employer/Employee relationship but are otherwise independent parties unrelated and unconnected in any way

2. ACKNOWLEDGEMENTS OF THE EMPLOYEE

The Employee acknowledges and agrees as follows :

2.1 During the course of his/her employment with the Company, the Employee will have access to and will acquire knowledge and skills from the training and employment provided by the Company ("**Confidential Information**").

2.2 That the Employee will also gain knowledge and skills from interactions with other employees of the Company and also with customers, vendors, subcontractors and distributors of the Company.

2.3 That the Employee will gain access to the confidential information of the Company and its Intellectual Property which are highly valuable to the Company and are crucial to the success of its Business.

2.4 That he/she will gain the knowledge and skills pursuant to Clause 2.1, Clause 2.2 and Clause 2.3 solely due to his/her employment with the Company.

3. COVENANTS AND UNDERTAKINGS OF THE EMPLOYEE

3.1 The Employee acknowledges and agrees that he/she owes a duty of confidentiality to the Company to keep all Confidential Information absolutely private and confidential and the Employee shall (a) take all steps necessary to protect the Confidential Information from being disclosed to any third party not authorized to have access to the Confidential Information, whether intentionally or unintentionally; and (b) not use the Confidential Information or Intellectual Property in any manner that is not authorized by the Company or in a manner that would be detrimental to the interest of the Company, business, economic or otherwise.

3.2 During the tenure of his/her employment with the Company and for a period of [\[insert number of months\]](#) ("Restricted Period") after his/her employment with the Company is

terminated for any reason, the Employee shall not approach or proposition any vendors, subcontractors and distributors of the Company for the purpose: a) of securing any employment; b) business arrangements; c) any other business opportunities or economic advantage; d) influence any party to withdraw their services to the Company; and e) supplying their goods and services to a competitor of the Company (whether the Employee received a benefit of any kind or not).

3.3 During the tenure of his/her employment and during the Restricted Period, the Employee shall not in any way approach, proposition, solicit or entice any customer or potential customer of the Company so that that: a) they will stop trading or dealing with the Company; b) the customer will shift their trade from the Company to the new employer of the Employer; c) the customer will shift their trade to any business or other economic that may be established by the Employee whether directly or indirectly through family members, friends or business associates; d) they will shift their trade to a competitor of the Company (whether the Employee received a benefit of any kind or not).

3.4 During the tenure of his/her employment and during the Restricted Period, the Employee shall not for his/her own behalf or on behalf of any third party, directly or indirectly, in any way approach, proposition, solicit or entice any person who is employed by the Company in any capacity to leave the employment of the Company, whether or not to work for any other person or entity or to take up any other opportunities.

3.5 During the tenure of his/her employment and during the Restricted Period, the Employee shall not in any way produce, manufacture, develop, rent, lease license or otherwise deal in any products or services; a) which the Company already makes available to its customers; b) are a close substitute to the products and services the Company already offers to its customers or has contacted potential customers for the purpose of supplying its products and services; and c) the Company has developed or is in the process of developing to introduce to its customers or potential customers which it has already contracted.

3.6 The Employee undertakes to the Company that he/she will inform any future employers during the Restricted Period of the restrictions placed on them by this Agreement in order to avoid any conflict.

4. REASONABLENESS

The Employee acknowledges and agrees that the covenants and undertaking that he/she has made to the Company are in the circumstances : a) fair, reasonable and necessary to enable the Company to protect its economic and business interest, Confidential Information and Intellectual Property against any actions that the Employee may take, directly or indirectly; and b) the Employee agrees that the restrictions placed by this Agreement will not cause undue inconvenience to him/her and that he/she covenants and commits to the restrictions freely and without undue influence.

5. ACCESS TO LEGAL ADVICE

The Employee acknowledges that he/she was given a copy of this Agreement prior to its execution with sufficient time to seek legal advice if desired.

6. TERMINATION

This Agreement shall terminate: a) at the expiration of the Restricted Period; or b) at such time that the Parties may mutually agree to in writing.

7. RIGHT TO INJUNCTIVE RELIEF

7.1 The Employee agrees and acknowledges that: (a) irreparable damage or harm could occur to the Company, whether financial or otherwise, in the event that any of the provisions of this Agreement are not performed in accordance with their specific terms or were otherwise breached by the Employee; and (b) the extent of the damage or harm may not be readily ascertainable and a remedy at law may not be adequate.

7.2 The Parties hereby agree that, except where this Agreement is mutually terminated by the Parties in writing, the Company shall during the Restricted Period, without the necessity

to show any actual damage or economic loss, be entitled to: (a) seek an injunction or injunctions to prevent breaches or threatened breaches of this Agreement by the Employee: and/or (b) to specifically enforce the terms and provisions of this Agreement, and any other agreement or instrument executed in connection with this Agreement.

7.3 The Company shall be under no obligation to seek any alternative remedies before seeking injunctive relief. The Employee irrevocably waives any requirements for securing or posting of any bond in connection with any such remedy and agrees that such injunctive relief shall be cumulative to any other legal or equitable remedies available to the Company.

8. ENTIRE AGREEMENT

This Agreement and any relevant provisions in the Employment Agreement set out the entire agreement and understanding between the Parties relating to the subject matter of this Agreement, and there are no other conditions, promises, representations or undertakings between the Parties whether oral or written.

9. SEVERABILITY

The Parties have made attempts to limit the scope of this Agreement so that it applies only so far as deemed necessary to protect the legitimate business and intellectual property of the Company. The Parties agree that if any provision of this Agreement becomes invalid or unenforceable for any reason: a) the offending provision shall be removed; and b) the remaining provisions of this Agreement shall be unaffected and continue to be valid and enforceable for all purposes.

10. AMENDMENT

This Agreement may only be amended by mutual agreement of the Parties in writing.

11. WAIVERS

A waiver of a breach of any term of this Agreement or of a default by any Party shall not constitute or be deemed to be a waiver of any other breach or default that may already have occurred, or which may occur. Unless consideration has been received, any such waiver

shall not preclude the Party making the waiver from subsequently requiring compliance with the waived obligation or default.

12. DELAYS, INDULGENCES AND OMISSIONS

A delay or indulgence or omission in exercising any right, power or remedy shall not be construed as a waiver.

13. NOTICES

Any notice pursuant to this Agreement shall be in writing and may be sent by: (a) regular mail to the other Party at the address stated in this Agreement and shall be effective 2 days from the date of dispatch; or (b) if permitted in the jurisdiction, by email or other means of written/printed/displayed digital means of communication and such notice shall be deemed to be effective 24 hours after dispatch.

14. SUCCESSORS

The provisions of this Agreement shall be binding on and inure for the benefit of the Parties and their respective successors and assigns and legal representatives.

15. COSTS

The parties agree that they shall each bear their own respective costs for the preparation and negotiation of this Agreement.

16. APPLICABLE LAW

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of [\[state\]](#) and subject to the exclusive jurisdiction of the federal and state courts located in [\[county\]](#), [\[state\]](#).

IN WITNESS WHEREOF, each of the Parties has executed this Agreement both Parties personally or by their duly authorized officer (as appropriate), as of the day and year set forth below.

The image shows a user interface for adding signees. It consists of two identical signee forms side-by-side, followed by a large 'Add Signee' button. Each signee form has the following fields:

- On behalf of:** A dropdown menu.
- Representative title:** A text input field.
- Representative name:** A text input field.
- Email:** A text input field.
- Signature area:** A box with a lock icon and the text 'Signature will appear here'.

The 'Add Signee' button is a large light blue rectangle with a circular icon containing a plus sign at the top. Below the icon, the text reads: 'Add Signee' and 'Multiple signees can sign on behalf of the same party.'

User Note: The primary purpose of a Non-Solicitation Agreement is to protect the economic interests and assets (including Intellectual Property) of a business. The user should guard against a situation where it becomes difficult for the employee to earn a living. If challenged in legal process, such Agreements will tend to be struck down. The aim should be to educate the Employee of their legal obligations to protect the business and economic interests of the business and the possible consequences of failing to do so.

For the purposes of the template, the same Restricted Period is applied to all the covenants in Clause 3.2 to Clause 3.5. If the User prefers a different Restricted Period for one or more of the covenants, the relevant clause should be amended to meet such requirement.

Users of this template Agreement should note that courts in general are not in favor of documents with restrictive covenants, particularly where related to employment situations and they generally interpret such documents very narrowly. To gain maximum value from this document, users should take a reasonable approach in respect of the Restricted Period. What is the reasonable period required to protect a legitimate business interest? The longer the period the more likely it will be struck down. The narrower the restriction, the more likely it will be upheld.

Users may also note that depending on the jurisdiction, Non-solicitation agreements may only be used in protecting certain aspects of the Company, e.g. trade secrets. Discretions is therefore advised, when entering non-solicitation agreements and clauses.

The User Note is intended for guidance only and does not in any way constitute legal advice and Users should treat it accordingly.

Your report is ready

Summary

Key Terms and Overview of Plant and Flowers Logistics Warehouse Lease

This commercial lease agreement is between Bredford Family & Friends (Landlord) and Plant and Flowers Logistics (Tenant) for a 5,000 square foot warehouse space located at 19141 Pine

[Read full summary](#)

Key Data Fields

Every contract is built on data. [Learn more](#) →

Base Rent

Operating Cost

Security Deposit

Late Charge

Square Footage of Premises

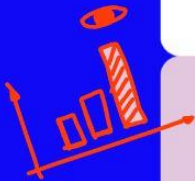


Potential risks

Key Risks in Plant and Flowers Logistics Warehouse Lease

A potential risk is the environmental restrictions prohibiting storage or use of hazardous materials, which could impact Tenant's operations if they use any chemicals/pesticides. Another

[Read full report](#)



Important dates in the contract

We've discovered these dates that might be relevant for you:

Commencement Date

March 1, 2018

Manually reviewing contracts is tedious, error-prone, and (let's be honest) boring. Let us do the hard work for you.

Our AI Insights tool scans, analyzes, and summarizes your contracts for risks, dangers, and important dates, enabling you to make better decisions.

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