**NON-SOLICITATION CLAUSE**

1. Non-Solicitation of Employees. The Employee understands and acknowledges that the Employer [Group] has expended and continues to expend significant time and expense in recruiting and training its employees and that the loss of employees would cause significant and irreparable harm to the Employer [Group]. The Employee agrees and covenants not to directly or indirectly solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any employee of the Employer [Group] during the Employee's employment and for a period of [TERM OF YEARS OR MONTHS] thereafter.
2. ‌Non-Solicitation of Customers. The Employee understands and acknowledges that the Employer [Group] has expended and continues to expend significant time and expense in developing customer relationships, customer information and goodwill, and because of the Employee's experience with and relationship to the Employer [Group], [he/she] will have access to and learn about much or all of the Employer [Group]'s customer information. **"Customer Information"** includes, but is not limited to, names, phone numbers, addresses, e-mail addresses, order history, order preferences, chain of command, pricing information and other information identifying facts and circumstances specific to the customer and relevant to [sales/services].

The Employee understands and acknowledges that loss of this customer relationship and/or goodwill will cause significant and irreparable harm to the Employer [Group].

 The Employee agrees and covenants, during the Employee's employment and for a period of [TERM OF YEARS OR MONTHS] thereafter, not to directly or indirectly solicit, contact (including but not limited to e-mail, regular mail, express mail, telephone, fax, and instant message), attempt to contact or meet with the Employer [Group]'s current[, former or prospective] customers for purposes of offering or accepting goods or services similar to or competitive with those offered by the Employer [Group].

 [This restriction shall only apply to:

* Customers or prospective customers the Employee contacted in any way during the [NUMBER] months preceding the Employee's separation from employment with the Employer [Group].
* Customers about whom the Employee has trade secret or confidential information.
* Customers who became customers during the Employee's employment with the Employer [Group].
* Customers about whom the Employee has information that is not available publicly.]