

Non-Solicitation Agreement (India)

Protects customer, employee, and partner relationships from solicitation by departing employees

HOW TO USE THIS TEMPLATE

1.	Use for senior employees, sales staff, and anyone with access to customer relationships.
2.	Indian courts enforce non-solicitation of specific identified relationships more readily than blanket non-competes.
3.	Keep the restriction narrowly targeted — broad clauses risk being unenforceable under Section 27 of the Indian Contract Act 1872.
4.	This can be executed as a standalone agreement or embedded in the employment contract.
5.	Review periodically — restrictions should not outlast legitimate commercial need.

PARTIES

Company — Full Legal Name	[Company full legal name and CIN]
Company — Registered Address	[Registered office address with PIN]
Company — Represented by	[Name and designation of HR Head / CEO]
Employee — Full Legal Name	[Employee's full legal name as per PAN]
Employee — PAN	[PAN Number]
Employee — Designation	[Job title]
Employee — Department	[Department / Function]
Employee — Date of Joining	[DD Month YYYY]
Reference to Employment Agreement	[Date of Employment Agreement]
Effective Date of this Agreement	[DD Month YYYY]

RECITALS

1. The Company has employed the Employee and, in the course of that employment, the Employee has been given access to valuable Confidential Information, customer relationships, key employee relationships, and other proprietary business assets of the Company.
2. The Company has a legitimate business interest in protecting its customer relationships, employee relationships, and confidential commercial information from exploitation by departing employees.
3. The Employee acknowledges the legitimacy and reasonableness of the Company's interests and agrees to be bound by the obligations set out in this Agreement in consideration of their continued employment and the benefits provided thereunder.
4. The Parties intend this Agreement to be enforceable under Indian law as a reasonable and narrowly tailored protection of legitimate commercial interests, and not as a blanket restraint of trade.

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS

"Business" means the business of the Company as conducted during the Employee's employment, including all products, services, and commercial activities.

"Confidential Information" means all non-public information relating to the Business, including customer data, pricing, technical specifications, business strategies, financial data, and employee information.

"Customer" means any person or entity that has purchased goods or services from the Company during the twenty-four (24) months preceding the Employee's departure, and with whom the Employee had material contact, responsibility, or knowledge in the course of their employment.

"Key Employee" means any employee of the Company at the level of Manager or above, or any employee who is in a specialised technical, sales, or leadership role.

"Prospect" means any person or entity that the Company was actively pursuing as a customer during the twelve (12) months preceding the Employee's departure, and with whom the Employee had material contact or knowledge.

"Restricted Period" means the period specified in Clause 3.1 following the termination of the Employee's employment.

2. NON-SOLICITATION OBLIGATIONS

2.1 Non-Solicitation of Customers. During employment and for the Restricted Period after termination, the Employee shall not, directly or indirectly, solicit, induce, or attempt to persuade any Customer or Prospect to: (a) cease doing business with the Company; (b) reduce the scope or value of business done with the Company; (c) transfer their business to any competitor of the Company; or (d) engage the Employee personally for services competing with the Company's Business.

2.2 Non-Solicitation of Employees. During employment and for the Restricted Period, the Employee shall not, directly or indirectly: (a) solicit, recruit, induce, or encourage any Key Employee to leave their employment with the Company; (b) assist any third party in soliciting any Key Employee; or (c) hire any Key Employee who departed the Company within the six (6) months preceding such hiring, where the Employee had material contact with that Key Employee during their employment.

2.3 Non-Solicitation of Vendors and Partners. During employment and for the Restricted Period, the Employee shall not solicit, induce, or attempt to persuade any material vendor, supplier, or business partner of the Company with whom the Employee had material dealings to: (a) cease or reduce their engagement with the Company; or (b) transfer their engagement to a competitor of the Company.

2.4 Passive Acceptance Distinguished. Nothing in this Clause 2 prevents the Employee from: (a) accepting unsolicited approaches from Customers, employees, or partners who independently contact the Employee, provided the Employee has not directly or indirectly encouraged such approaches; or (b) working in a different industry or domain unrelated to the Company's Business.

3. RESTRICTED PERIOD AND GEOGRAPHIC SCOPE

Restricted Period — Customer and Prospect Non-Solicitation	[12] months from the date employment terminates
Restricted Period — Employee Non-Solicitation	[12] months from the date employment terminates
Restricted Period — Vendor and Partner Non-Solicitation	[6] months from the date employment terminates

Geographic Scope	[India / State of [X] / City of [X] / No geographic restriction on solicitation]
Consideration for these Restrictions	Continued employment, access to Confidential Information, and benefits provided under the Employment Agreement

3.1 The Parties acknowledge that the Restricted Period and geographic scope above are reasonable and proportionate given: (a) the Employee's level of access to Confidential Information; (b) the nature of the customer and employee relationships developed during employment; and (c) the Company's legitimate commercial interest in protecting those relationships for a reasonable period following departure.

4. CONFIDENTIAL INFORMATION — ONGOING OBLIGATIONS

4.1 The Employee acknowledges that the effectiveness of the non-solicitation obligations depends critically on the Employee's obligation not to use the Company's Confidential Information for the benefit of any competitor or for personal commercial gain. Specifically, the Employee shall not: (a) use or reference any Customer lists, Customer data, or Customer commercial terms in approaching any Customer for a competing business; (b) use pricing information, product roadmaps, or commercial strategies of the Company when advising any competitor; or (c) use any employee performance data or compensation information to recruit any Key Employee.

4.2 The Employee's confidentiality obligations under the Employment Agreement continue in full force for the period specified therein, independent of and in addition to the obligations in this Agreement.

5. INTELLECTUAL PROPERTY — CONNECTION TO NON-SOLICITATION

5.1 The Employee confirms that during and after employment: (a) all customer databases, contact lists, CRM data, and sales intelligence compiled or accessed in the course of employment remain the Company's property and must not be retained, copied, or used after departure; (b) any product or solution developed by the Employee during employment that was demonstrated to or discussed with any Customer remains the Company's IP; and (c) the Employee's relationships with customers were developed at the Company's expense and using the Company's resources, and the Company has a legitimate interest in protecting them.

6. REMEDIES AND ENFORCEMENT

6.1 Acknowledgement of Harm. The Employee acknowledges that a breach of this Agreement would cause the Company significant harm that may be difficult to quantify in monetary terms, including loss of customer revenue, loss of key personnel, and damage to business relationships. The Employee therefore agrees that the Company shall be entitled to seek injunctive or other equitable relief from any court of competent jurisdiction to prevent or restrain any breach or threatened breach of this Agreement, without the need to prove actual damages or post any bond.

6.2 Damages. In addition to injunctive relief, the Company may seek damages for any breach of this Agreement, including: (a) lost revenue from any Customer who was solicited in breach of this Agreement; (b) costs of recruiting replacement Key Employees who were solicited away; and (c) any other losses causally connected to the breach.

6.3 Reasonableness and Severability. The Employee acknowledges the restrictions in this Agreement are reasonable and necessary. If any restriction is held unenforceable by a court, the Parties request the court to modify it to the minimum extent necessary to make it enforceable rather than strike it entirely. Each restriction is independent and the invalidity of one does not affect the others.

7. REPRESENTATIONS AND WARRANTIES

7.1 The Employee represents that: (a) they have read and understood this Agreement and have had the opportunity to seek independent legal advice; (b) they understand the scope and effect of the obligations they are

accepting; and (c) they accept these obligations as reasonable in the context of their employment.

8. GENERAL PROVISIONS

8.1 Governing Law. This Agreement is governed by the laws of India including the Indian Contract Act 1872. Disputes shall be resolved before the courts of [City].

8.2 Relationship to Employment Agreement. This Agreement supplements the Employee's Employment Agreement. In the event of conflict, the more protective provision for the Company shall prevail.

8.3 Entire Agreement on this Subject. Together with the Employment Agreement, this constitutes the complete agreement on non-solicitation obligations.

8.4 Amendment. Amendments require written consent of both Parties.

8.5 Survival. All obligations in this Agreement survive the termination of employment for the Restricted Period specified.

8.6 Stamp Duty. Execute on appropriate non-judicial stamp paper per applicable state Stamp Act.

EXECUTION

COMPANY	EMPLOYEE
[Company Full Legal Name]	[Employee Full Legal Name]
Authorised Signatory: _____	Signature: _____
Name: _____	PAN: _____
Designation: _____	Designation: _____
Date: _____	Date: _____
Place: _____	Place: _____

IMPORTANT NOTE

IMPORTANT: Indian courts have generally held that post-employment non-compete clauses (preventing any employment in the same industry) are unenforceable under Section 27 of the Indian Contract Act 1872 as unreasonable restraints of trade. However, non-solicitation of specific identified customer and employee relationships is generally enforceable as protection of legitimate commercial interests. This Agreement is drafted as a non-solicitation agreement — not a non-compete. Template only — not legal advice. Have reviewed by an employment law advocate.