

SOUTH DAKOTA NON-SOLICITATION AGREEMENT

1. **THE PARTIES.** This Non-Solicitation Agreement ("Agreement") made this _____ (mm/dd/yyyy) is made between:

Owner: _____, (the "Owner") with a mailing address of _____, shall have ownership of this Agreement under which:

Recipient: _____, (the "Recipient") with a mailing address of _____, shall be bound. The Owner and Recipient shall be known separately as a "Party" and together as the "Parties."

2. **TERM.** The Recipient shall be bound to this Agreement for the following term:

Start Period: (check one)

- Date of _____ (mm/dd/yyyy).
- Beginning immediately after: _____.
- Other: _____.

End Period: (check one)

- Date of _____ (mm/dd/yyyy).
- _____ months after: _____.
- Other: _____.

The Start Period and the End Period shall be known as the "Term."

3. **GEOGRAPHICAL LIMITS.** The Recipient shall be bound to this Agreement with: (check one)

- NO Geographical Limits.
- Geographical Limits. The Recipient shall be bound to this Agreement ONLY in the following area(s): _____.

Hereinafter known as the "Geographical Limits."

4. **CONSIDERATION.** The Parties agree that the execution of this Agreement is a condition of:

- The employment of the Recipient.
- Other: _____.

5. NON-SOLICITATION (EMPLOYEES). The Recipient shall be bound to the following Employee restrictions: (check one)

- NO Restrictions on Employees. The Recipient shall not be prohibited from directly or indirectly soliciting, hiring, or recruiting, or attempting to solicit, hire, or recruit, for their own benefit or the benefit of any other person during the Term, any employee of the Owner.

- Restrictions on SPECIFIC Employees. The Recipient shall be prohibited from directly or indirectly soliciting, hiring, or recruiting, or attempting to solicit, hire, or recruit, for their own benefit or the benefit of any other person during the Term, the employee(s) of the Owner described as follows:
_____.

- Restrictions on ALL Employees. The Recipient shall be prohibited from directly or indirectly soliciting, hiring, or recruiting, or attempting to solicit, hire, or recruit, for their own benefit or the benefit of any other person during the Term, any employee or contractor of the Owner and their business.

6. NON-SOLICITATION (CUSTOMERS). The Recipient shall be bound to the following Customer restrictions: (check one)

- NO Restrictions on Customers. The Recipient shall not be prohibited from directly or indirectly soliciting or contacting, or attempting to solicit or contact, for their own benefit or the benefit of any other person during the Term, any current or former customer of the Owner with whom the Recipient interacted before their termination

- Restrictions on SPECIFIC Customers. The Recipient shall be prohibited from directly or indirectly soliciting or contacting, or attempting to solicit or contact, for their own benefit or the benefit of any other person during the Term, the following current or former customer(s) of the Owner with whom the Recipient interacted before their termination:
_____.

- Restrictions on ALL Customers. The Recipient shall be prohibited from directly or indirectly soliciting or contacting, or attempting to solicit or contact, for their own benefit or the benefit of any other person during the Term, any current or former customer of the Owner with whom the Recipient interacted before their termination.

Both Section 5 and Section 6 together shall be known as the "Non-Solicitation."

7. PURCHASE OF RELEASE. The Parties agree that the Recipient: (check one)

- CANNOT Purchase a Release. The Recipient has no option, during the Term or any period thereafter, to purchase the rights of this Agreement from the Owner for the purposes of waiving any liability or releasing themselves under this Agreement.

- CAN Purchase a Release. The Recipient has the option, during the Term or any period thereafter, to purchase and waive all liability under this Agreement for the sum of _____ (\$ _____) as payment to the Owner.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota.

9. SEVERABILITY. If any provisions of this Agreement or its applications are held to be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of any other provisions and applications herein shall not in any way be affected or impaired.

10. REMEDIES. Should the Recipient breach any of the provisions of this Agreement, the Recipient agrees to reimburse the Owner for any loss or expenses incurred by the Owner as a result of any prohibited use or activity under this Agreement, including, without limitation, court costs and reasonable attorney's fees incurred by the Owner in enforcing the provisions hereof. The Recipient further agrees that any unauthorized use or activity shall result in irreparable damage to the Owner and that the Owner shall be entitled to an award by any court of competent jurisdiction of a temporary restraining order and/or preliminary injunction against such unauthorized use or activity by the Recipient without the need to post a bond. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or equity.

11. ADDITIONAL TERMS.

12. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the Parties and may only be modified by the signature of both Parties hereto.

Recipient Signature: _____

Date: _____

Print Name: _____

Owner Signature: _____

Date: _____

Print Name: _____