

Non-Solicit & Non-Disparagement Agreement Checklist

Action Checklist — ClearLegalTips.com (2026)

Scope

- ☐ Defined what counts as solicitation (active outreach, not inbound inquiries)
- ☐ Tied the restriction to named or defined relationships the person actually touched, not “any client of the Company”
- ☐ Set a reasonable time period (12 months standard, 24 at the outside)
- ☐ Limited scope to legitimate interests (client goodwill, trade secrets, workforce stability)
- ☐ Added carve-outs for general marketing and unsolicited inquiries

Federal & State Guardrails

- ☐ Made non-disparagement mutual (both parties bound)
- ☐ Included the Speak Out Act carve-out for sexual-harassment and assault disputes
- ☐ Preserved protected speech: testimony, government reports, legally required disclosures
- ☐ Added the California §16600 savings clause so confidentiality and non-disparagement survive there
- ☐ Kept any liquidated-damages figure as a genuine estimate of loss, not a penalty

Consideration & Governing Law

- ☐ Confirmed consideration (engagement itself at start; add a rate bump, extension, or payment mid-stream)
- ☐ Added governing law (state and county)

Execute

- ☐ Listed protected clients / prospects in Schedule 1 before the introduction happens
- ☐ Both parties signed
- ☐ Each party kept a copy

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