

Mutual Non-Solicitation & Non-Disparagement Agreement

Freelancer / Contractor Template — ClearLegalTips.com (2026)

Replace the bracketed items, list the protected relationships by name or category in Schedule 1, and have both parties sign. This template is drafted mutual (both sides bound), which is both fairer and easier to get signed. It rides alongside the underlying contractor agreement or service terms rather than replacing them.

MUTUAL NON-SOLICITATION & NON-DISPARAGEMENT AGREEMENT

This Agreement is made on [DATE] between [PARTY A NAME], of [ADDRESS] ("Company"), and [PARTY B NAME], of [ADDRESS] ("Freelancer"), in connection with [the services agreement dated ____ / the project described as ____].

1. PROTECTED RELATIONSHIPS.

"Protected Clients" means the clients and prospects listed in Schedule 1 or introduced to Freelancer by Company during the engagement, with whom Freelancer had direct contact or about whom Freelancer received confidential information. "Protected Personnel" means Company's employees and subcontractors with whom Freelancer worked during the engagement. [Mirror definitions apply to relationships Freelancer introduces to Company.]

2. NON-SOLICITATION OF CLIENTS.

During the engagement and for [12] months after it ends, neither party will knowingly solicit a Protected Client of the other for services competitive with the work performed under the engagement, or accept such work from a Protected Client where the opportunity resulted from the engagement. This clause does not restrict either party's other clients or general market activity.

3. NON-SOLICITATION OF PERSONNEL.

During the same period, neither party will knowingly recruit or induce the other's Protected Personnel to end their relationship with that party.

4. CARVE-OUTS.

Nothing in Sections 2–3 prohibits: (a) general advertising, listings, or marketing not targeted at Protected Clients or Personnel; (b) responses to unsolicited inquiries the receiving party did not induce; (c) relationships documented as existing before the engagement; or (d) contact with anyone whose relationship with the other party ended more than [6] months earlier.

5. MUTUAL NON-DISPARAGEMENT.

Neither party will make false statements of fact about the other, or engage in campaigns intended to damage the other's business reputation, in any public or professional channel. Honest, good-faith reviews and factual accounts are not "disparagement."

6. PROTECTED SPEECH.

Nothing in this Agreement restricts either party from: truthful testimony or disclosures required by law or legal process; filing charges with or reporting to any government agency; statements in connection with a sexual-assault or sexual-harassment dispute (which, under the federal Speak Out Act, no pre-dispute clause may restrict); or any other legally protected communication.

7. CONFIDENTIALITY.

Each party will use the other's non-public business information (including client lists and pricing) only for the engagement. Any separate NDA between the parties remains in force and controls where broader.

8. REMEDIES.

Breach of Sections 2–5 causes harm that is hard to price, so the injured party may seek injunctive relief (a court order stopping the conduct) in addition to damages. [Optional: as a reasonable estimate of loss and not a penalty, the parties agree that solicitation of a Protected Client in breach of Section 2 makes the breaching party liable for liquidated damages of []% of the fees the injured party billed that client in the prior 12 months.] The prevailing party in enforcement recovers reasonable attorney's fees.

9. STATE LAW.

This Agreement is to be interpreted only as broadly as applicable law allows; where law (including California Business & Professions Code §16600 for California workers) voids a restriction, Sections 5–7 remain in effect. If any provision is overbroad, a court may enforce it to the maximum lawful extent.

10. GENERAL.

This Agreement, with the underlying services contract and Schedule 1, is the entire agreement on these subjects; amendments require a signed writing. Governed by the laws of [STATE]; disputes to the courts of [COUNTY, STATE]. Sections 2–9 survive the engagement.

Signatures

Company (signature): _____

Company (print name): _____

Date: _____

Freelancer (signature): _____

Freelancer (print name): _____

Date: _____

SCHEDULE 1 — PROTECTED CLIENTS / PROSPECTS

List the protected relationships by name or defined category (e.g., “clients invoiced during the engagement”). Both parties should agree on this list before signing.

1.: _____

2.: _____

3.: _____

4.: _____

5.: _____

INSTRUCTIONS FOR USE

How to use this template: (1) Fill in every [BRACKETED] field — dates, party names, addresses, the governing state and county, and the durations in Sections 2 and 4. (2) In Schedule 1, list each protected client or prospect by name or defined category; a restriction tied to named relationships the person actually touched survives court, while “any client of the Company” does not. (3) Keep 12 months as your default term (24 at the outside for senior access to deep relationships). (4) Leave Sections 5–7 intact — the mutual non-disparagement, Speak Out Act carve-out, and California savings clause are what keep the document enforceable and non-predatory. (5) Both parties sign and each keeps a copy. This template is general information, not legal advice; California workers should note the non-solicit sections (2–4) are likely unenforceable there, though confidentiality and non-disparagement still hold. © 2026 ClearLegalTips.com — Informational only, not legal advice.