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- Non-solicitation

## *Non-Solicitation* Sample Clauses

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**Non-Solicitation.** During the period commencing on the Effective Date and ending one year following the Termination Date, the Company shall not, without the Advisor's prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of the Advisor or its Affiliates; or (ii) hire, on behalf of the Company or any other person or entity, any person who has left the employment within the one year period following the termination of that person's employment with the Advisor or its Affiliates. During the period commencing on the date hereof through and ending one year following the Termination Date, the Company will not, whether for its own account or for the account of any other Person, intentionally interfere with the relationship of the Advisor or its Affiliates with, or endeavor to entice away from the Advisor or its Affiliates, any person who during the term of the Agreement is, or during the preceding one-year period, was a tenant, co-investor, co-developer, joint venturer or other customer of the Advisor or its Affiliates.

[Sample 1](#)

[Sample 2](#)

[Sample 3](#)

[See All \(257\)](#)

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**Non-Solicitation.** During the Executive's employment with the Company and thereafter during the Restricted Period, the Executive shall not, and shall not permit any Persons subject to Executive's direction or control (including Executive's Affiliates) to, directly or indirectly, on their own behalf or on behalf of any other Person (except the Company or its Affiliates), (i) call upon, accept business from, or solicit the business of any Person who is, or who had been at any time during the preceding twelve months, a customer or supplier of the Company, (ii) otherwise divert or attempt to divert any business from the Company, (iii) interfere with the business relationships between the Company and any of its customers, suppliers or others with whom they have business relationships or (iv) recruit or otherwise solicit or induce, or enter into or participate in any plan or arrangement to cause, any Person who is an employee of, or otherwise performing services for, the Company to terminate his or her employment or other relationship with the Company, or hire any Person who has left the employ of or ceased providing services to the Company during the preceding twelve months.


[Sample 1](#)

[Sample 2](#)

[Sample 3](#)

[See All \(138\)](#)

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**Non-Solicitation.** During the term of this Agreement and for one year thereafter, the Fund shall not (with the exceptions noted in the immediately succeeding sentence) knowingly solicit or recruit for employment or hire any of PFPC Trust's employees, and the Fund shall cause the Fund's sponsor and the Fund's affiliates to not (with the exceptions noted in the immediately succeeding sentence) knowingly solicit or recruit for employment or hire any of PFPC Trust's employees. To "knowingly" solicit, recruit or hire within the meaning of this provision does not include, and therefore does not prohibit, solicitation, recruitment or hiring of a PFPC Trust employee by the Fund, the Fund's sponsor or an affiliate of the Fund if the PFPC Trust employee's response to a general advertisement by such entity in a publication of trade or industry interest or other similar general solicitation by such entity.

[Sample 1](#)

[Sample 2](#)

[Sample 3](#)

[See All \(137\)](#)

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**Non-Solicitation.** Executive acknowledges that because of Executive's position in the Company, Executive will have access to material intellectual property and confidential information. During the term of Executive's employment and for one year thereafter, in addition to Executive's other obligations hereunder or under the Proprietary Information Agreement, Executive shall not, for Executive or any third party, directly or indirectly (i) divert or attempt to divert from the Company any business of any kind, including without limitation the solicitation of or interference with any of its customers, clients, members, business partners or suppliers, or (ii) solicit or otherwise induce any person employed by the Company to terminate his employment.

[Sample 1](#)

[Sample 2](#)

[Sample 3](#)

[See All \(133\)](#)

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**Non-Solicitation.** During the Directorship Term and for a period of three (3) years thereafter, the Director shall not interfere with the Company's relationship with, or endeavor to entice away

from the Company, any person who, on the date of the termination of the Directorship Term, was an employee or customer of the Company or otherwise had a material business relationship with the Company.

[Sample 1](#)

[Sample 2](#)

[Sample 3](#)

[See All \(130\)](#)

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**Non-Solicitation.** The Executive further agrees that as long as the Agreement remains in effect and for a period of one (1) year from its termination, the Executive will not divert any business of the Company and/or its affiliates or any customers or suppliers of the Company and/or the Company's and/or its affiliates' business to any other person, entity or competitor, or induce or attempt to induce, directly or indirectly, any person to leave his or her employment with the Company.

[Sample 1](#)

[Sample 2](#)

[Sample 3](#)

[See All \(130\)](#)

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**Non-Solicitation.** During the Restricted Period, the Stockholder shall not, directly, or indirectly through another Person, (i) induce or attempt to induce any employee of the Company or any of its Subsidiaries to leave the employ of the Company or any of its Subsidiaries, or in any way interfere with the relationship between the Company or any of its Subsidiaries and any employee thereof, (ii) hire or otherwise retain for services any person who was an employee of Cyanco at any time during the one-year period immediately prior to the Purchase Date, or (iii) call on, solicit or service any customer, supplier, licensee, licensor, lessor or other business relation of the Company or any of its Subsidiaries (including any Person that was a customer or supplier or other potential or prospective business relation of the Company or any of its Subsidiaries at any time during the one-year period immediately prior to such call, solicit or service), induce or attempt to induce such Person to cease doing business with the Company or any of its Subsidiaries, or in any way interfere with the relationship between any such customer, supplier, licensee, business relation, or other potential or prospective business relation and the Company or any of its Subsidiaries (including making any negative statements or communications about the Company or any of its Subsidiaries or any of their respective stockholders, directors, officers or employees).

[Sample 1](#)

[Sample 2](#)

[Sample 3](#)

[See All \(118\)](#)

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**Non-Solicitation.** In the event that the Executive receives Severance Payments under Section 5 of this Agreement, the Executive agrees that for the two (2) year period following the Date of Termination, the Executive will not, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, knowingly solicit, aid or induce any managerial level employee of the Company or any of its subsidiaries or affiliates to leave such employment in order to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Company or knowingly take any action to materially assist or aid any other person, firm, corporation or other entity in identifying or hiring any such employee (provided, that the foregoing shall not be violated by general advertising not targeted at Company employees nor by serving as a reference for an employee with regard to an entity with which the Executive is not affiliated). For the avoidance of doubt, if a managerial level employee on his or her own initiative contacts the Executive for the primary purpose of securing alternative employment, any action taken by the Executive thereafter shall not be deemed a breach of this Section 10(b).

[Sample 1](#)

[Sample 2](#)

[Sample 3](#)

[See All \(110\)](#)

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**Non-Solicitation.** During the Employment Period and for eighteen (18) months thereafter, the Executive hereby agrees not to, directly or indirectly, solicit or assist any other Person (as defined below) in soliciting any employee of the Company or any of its affiliates to perform services for any entity (other than the Company or its affiliates), attempt to induce any such employee to leave the employ of the Company or its affiliates, or hire or engage on behalf of himself or any other Person any employee of the Company or anyone who was employed by the Company during the six-month period preceding such hiring or engagement. An individual's response to a broad and general advertisement or solicitation not specifically targeting or intending to target employees of the Company, its subsidiaries or any of affiliates shall not be deemed a violation of this Section 7.

[Sample 1](#)

[Sample 2](#)

[Sample 3](#)

[See All \(104\)](#)

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**Non-Solicitation.** From and after the Closing Date, the Seller and any of its affiliates hereby agrees that it will not take any action or permit or cause any action to be taken by any of its agents or affiliates, or by any independent contractors on its behalf, to personally, by telephone or mail, solicit a Mortgagor under any Mortgage Loan for the purpose of refinancing a Mortgage Loan, in whole or in part, without the prior written consent of the Purchaser. It is understood and agreed that all rights and benefits relating to the solicitation of any Mortgagors and the attendant rights, title and interest in and to the list of such Mortgagors and data relating to their Mortgages (including insurance renewal dates) shall be transferred to the Purchaser pursuant hereto on the Closing Date and neither the Seller nor any of its respective affiliates shall take any action to undermine these rights and benefits. Notwithstanding the foregoing, it is understood and agreed that the Seller or any of its respective affiliates may advertise its availability for handling refinancings of mortgages in its portfolio, including the promotion of terms it has available for such refinancings, through the sending of letters or promotional material, so long as it does not specifically target Mortgagors and so long as such promotional material either is sent to the mortgagors for all of the mortgages in the A-quality servicing portfolio of the Seller and any of its affiliates (those it owns as well as those serviced for others) or sent to all of the mortgagors who have specific types of mortgages (such as FHA, VA, conventional fixed-rate or conventional adjustable-rate), or sent to those mortgagors whose mortgages fall within specific interest rate ranges. Promotions undertaken by the Seller or by any affiliate of the Seller which are directed to the general public at large (including, without limitation, mass mailing based on commercially acquired mailing lists, newspaper, radio and television advertisements), shall not constitute solicitation under this Section 30.

[Sample 1](#)

[Sample 2](#)

[Sample 3](#)

[See All \(103\)](#)

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