

[Printed Name]

<<Company Name>>  
<<Company Address>>  
<<Company Address>>  
<<Postcode>>

<<Employee Name>>

<<Date>>

Re: << >>

For good consideration and in full employment <<Insert Employee Name>> agrees to the covenants contained in this Agreement in the schedule thereto.

#### Non-compete Covenant

The Employee hereby agrees

- 1) directly or indirectly, in the course of business of the Company and its associated companies, for a period of <<Insert Duration>> following termination of employment and notwithstanding termination.
- 2) for a period of <<Insert Duration>> following termination of employment; directly or indirectly, in conjunction with the Company, business entity or other organisation whatsoever, to solicit, accept, or facilitate the business of, or to be employed by, with the Company, the customer or business of any Customer with whom he/she has had substantial dealings on behalf of the Company during the term of employment.

This non-compete agreement shall mean that the Employee shall not, during the term of employment, engage during the term of employment, directly or indirectly, in the course of business of the Company and its associated companies, for a period of <<e.g. 10 miles>> from the present location of the Company, business entity or other organisation whatsoever, to solicit, accept, or facilitate the business of, or to be employed by, with the Company, the customer or business of any Customer with whom he/she has had substantial dealings on behalf of the Company during the term of employment.

#### Non-solicitation Covenant

The Employee agrees not to, during the term of employment, immediately following the termination of employment, directly or indirectly, in conjunction with or on behalf of the Company, business entity or other organisation whatsoever, to solicit, accept, or facilitate the business of, or to be employed by, with the Company, the customer or business of any Customer with whom he/she has had substantial dealings on behalf of the Company during the term of employment.

other organisation whatsoever  
any Customer or prospective  
substantial personal contact of  
of employment.

#### Non-poaching Covenant

The Employee agrees not to  
immediately following the term  
or in conjunction with or on be  
other organisation whatsoever

- 1) induce, solicit, entice or  
leave such employment  
Termination Date; or
- 2) accept into employment  
who is a Company Employee  
Company Employee in  
the Termination Date.

The various provisions of this  
identifiable part thereof is held  
competent jurisdiction then shall  
validity or enforceability of the

The Employee agrees that in  
business entity or other organ  
employment with the Company  
restrictions set out above, v  
business entity or other organ  
Agreement.

Issued for and on behalf of <<

Signed: .....  
<<Name of Director>>

#### **Employee**

I hereby warrant and confirm  
and conditions, or in any o  
Company or performing any o  
the term of this Agreement.

Signed: .....  
<<Name of Employee>>

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ny with whom he/she has had  
he Company during the period

rt Duration e.g six months>>  
either on his/her own account  
, company, business entity or

no is a Company Employee to  
a Company Employee on the

use the services of any person  
n Date; or had been a  
nths immediately preceding

able, and if any provision or  
enforceable by any court of  
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identifiable parts.

from any person, company,  
ployment either during his/her  
uance in force of any of the  
e to such person, company,  
ccurate signed copy of this

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by previous employment terms  
g into employment with the  
nt referred to above. I accept

Date: << >>

The following words and expressions shall have the meanings set out below:

**"Customer"**

an individual, firm, company or other entity, whether or not a legal entity, to whom the Company has provided or services;

**"Prospective Customer"**

an individual, firm, company or other entity, whether or not a legal entity, to whom the Company has made a written offer in writing to supply goods or services or to whom the Company has made a particular terms on which it is willing to supply such goods or services or to whom the Company has had the course of discussions regarding the supply of goods or services;

**" Company Employee"**

any individual who was employed by the Company or any Associated Company, and with whom the Company has had substantial personal contact in performing their duties of employment or who reported directly to the Company or any Associated Company;

any individual who has had material contact with Customers or any Associated Company in performing their duties of employment with the Company or any Associated Company;

any individual who has used or was likely to possess confidential information during the course of employment with the Company or any Associated Company;

any individual who has included research into or development of any product or services or technology or of any technical or product information;

any individual who is a member of the management of the Company or any Associate Company;

**"Termination Date"**

the date of termination of the Employee employment

**“Relevant Period”**

**“Company”**

**“Associated Company”**

months immediately preceding  
;

ors in title and assigns of the

mpany, corporation or other

r indirectly controlled by the

directly controls the Company;

indirectly controlled by a third  
o directly or indirectly controls  
; or

essor in title or assign of the  
anies, corporations or other  
referred to above.

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