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<<Company Name>>

**Terms and Conditions of Employment**

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<<Effective Date>>

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<<Date>>

This document contains the main terms of your employment with the Company. Your employment is also subject to the terms and conditions set out in the "Offer Letter" (the "Offer Letter"). If there should be any ambiguity or discrepancy between this document and the terms set out in the Offer Letter, the terms in the former document shall prevail.

This document contains the main terms of your employment which govern your employment with the Company. Your employment is also subject to the terms and conditions set out in the "Offer Letter" (the "Offer Letter"). If there should be any ambiguity or discrepancy between this document and the terms set out in the Offer Letter, the terms in the former document shall prevail.

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**TERMS AND EMPLOYMENT**

**BETWEEN**

(1) <<Name of Company>> a <<England and Wales>> under registration number << >> whose <<Address>> (hereinafter referred to as “we”, “us” or “the Company”)

(2) <<Name of Employee>> of << >> (hereinafter referred to as “you”)

**IT IS AGREED** as follows:

**1. General**

These terms and conditions provide in accordance with which the Company is required to and Working Time (Amend Act 1996, Employment Act 2002 as amended or re-enacted at the relevant time.

**2. Date of Commencement/**

2.1 Your period of co with the Company begins on the <<Date>>.

2.2 [No employment w counts as part of your period of continuous employr

OR

[Your employment us Employer>> which began on <<Date>> will coun us period of employment with the Company].

2.3 In accepting your a eemed that you have accepted all the terms and co hese Terms and Conditions of Employment.

2.4 These Terms and nt annul any previous agreement whether verbal or w time.

2.5 The first <<number employment will be a probationary period. During this and conduct will be monitored. At the end of the prob performance will be reviewed and, if the end of the prob be confirmed. The probationary period may be exte iscretion. During the probationary period, the full disci cedure will not apply.

**3. Duties**

3.1 Your job title is deta or as may subsequently be notified following any chang ou will perform all acts, duties and obligations and co as may be designated by the Company which ar with that position. The Company

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may from time to time be required to perform duties normally undertaken by others or to take on additional duties, however you will not be required to perform assigned duties which are not your normal duties.

may from time to time be required to perform duties normally undertaken by others or to take on additional duties, however you will not be required to perform assigned duties which are not your normal duties.

3.2 You are required to comply with the Company's rules, regulations and policies for its employees from the date of your appointment.

You are required to comply with the Company's rules, regulations and policies for its employees from the date of your appointment.

#### 4. Hours of Work

4.1 The Company's base working hours are <<number of>> hours per week. Normal working hours are from << >> to << >>, including one hour for lunch. The Company reserves the right to alter working hours as necessary.

The Company's base working hours are <<number of>> hours per week. Normal working hours are from << >> to << >>, including one hour for lunch. The Company reserves the right to alter working hours as necessary.

4.2 You may be required to work additional hours as and when requested to do so by the Company or its agents if the performance of your work so requires. There is no entitlement to additional remuneration for any additional hours worked in excess of your normal hours unless this obligation has already been taken into consideration in the calculation of your salary level.

You may be required to work additional hours as and when requested to do so by the Company or its agents if the performance of your work so requires. There is no entitlement to additional remuneration for any additional hours worked in excess of your normal hours unless this obligation has already been taken into consideration in the calculation of your salary level.

4.3 [The Working Time Regulations 1998 (including overtime) apply to you (averaged over a 17 week period) and you agree that this arrangement at all times shall be subject to the Company.]

[The Working Time Regulations 1998 (including overtime) apply to you (averaged over a 17 week period) and you agree that this arrangement at all times shall be subject to the Company.]

#### 5. Place of Work

5.1 Your place of work shall be the premises located in << >>. However, you will also be required to work at other Company premises within a reasonable travelling distance from your home. During the course of your employment you shall be required to work at various premises belonging to the Company's clients both within the UK and abroad.

Your place of work shall be the premises located in << >>. However, you will also be required to work at other Company premises within a reasonable travelling distance from your home. During the course of your employment you shall be required to work at various premises belonging to the Company's clients both within the UK and abroad.

5.2 [You may be required to work at premises [and overseas] on the Company's business.]

[You may be required to work at premises [and overseas] on the Company's business.]

5.3 [You have agreed a sales territory and your agreed assessment of the geographical boundaries of the territory with management of the Company to define your area of responsibility.]

[You have agreed a sales territory and your agreed assessment of the geographical boundaries of the territory with management of the Company to define your area of responsibility.]

5.4 The Company reserves the right, without prior discussion with you, to alter the size or nature of the territory or to reassign the territory in whole or in part, in line with the current state of business conditions.]

The Company reserves the right, without prior discussion with you, to alter the size or nature of the territory or to reassign the territory in whole or in part, in line with the current state of business conditions.]

#### 6. Work outside the UK

6.1 You are required to work in <<g. state country and duration>>.

You are required to work in <<g. state country and duration>>.

6.2 You will be paid <<g. state country and duration>>.

You will be paid <<g. state country and duration>>.

6.3 You will also receive <<g. state additional payments and benefits>>.

You will also receive <<g. state additional payments and benefits>>.

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## 7. Remuneration and Benefits

- 7.1 Your salary is as stated in the offer letter and is payable monthly <<[eg. in arrears by credit transfer] and is payable monthly <<[eg. in arrears by credit transfer] on the << >> day of each month, or such other date with which you may subsequently be notified.
- 7.2 [At the Company's discretion, your salary will be reviewed annually in <<month>>. You should understand that a salary review will not necessarily result in a salary increase. A review of your salary after notice of termination of your employment has been given by the Company.]
- 7.3 You will be paid or reimbursed for approved reasonable expenses properly incurred in the course of performing your duties on behalf of the Company, subject to the submission of supporting receipts in respect of such expenses when requested.
- 7.4 [For the better performance of your duties, the Company will provide you with <<a credit card, mobile phone, laptop or computer>>. Any such item must be returned to the Company on termination and you will be held personally liable for any loss of, or damage to, such item. Credit cards must only be used on behalf of the Company.]
- 7.5 The Company shall be liable to pay you, during your employment, or in any event on termination of your employment, remuneration or your expenses any amount due to you under this clause is a general assignment intended to act as a security for the following to:
- 7.5.1 An overpayment of salary, wages, bonus, commission or expenses;
  - 7.5.2 Annual leave accrued at the date of the termination of your employment;
  - 7.5.3 Any loans, interest or other amounts due to you;
  - 7.5.4 When you leave the Company, the balance of any training assistance given;
  - 7.5.5 The market value of any Company property.
- 7.6 [You will also be eligible to participate in the Company's Commission or Bonus Plan ("the Plan") from time to time in accordance with the relevant Plan will be supplied to you separately. The Company reserves the right to amend the terms of any Plan, or to terminate a Plan or to substitute an Alternative Plan.]
- 7.7 You shall not be entitled to obtain, directly or indirectly, any discount, rebate or other benefit of any sale or purchase of goods or services made or other business transactions on behalf of the Company other than under the Company's policies. Any breach of this rule will be regarded as gross misconduct.
- 7.8 [You will be entitled to health insurance/permanent health insurance/details of which are set out in the offer letter.]
- 7.9 [Your entitlement to commence <<state e.g. on your first day OR after the satisfactory completion of our probationary period>>.]
- 7.10 [The organisation reserves the right to withhold your entitlement to these benefits if you are found to be in breach of any of the above provisions.]

at any time.]

## 8. Company Car

The Offer Letter will state whether you are entitled to a Company car. If you are entitled to a Company car, the Offer Letter will specify the amount of the allowance, whether you are entitled to a Company car and you will also be issued with the terms and conditions of the car. If provided with a car, you will take good care of the car and ensure that the provisions of any policy are fully observed.

## 9. Holidays

9.1 You are entitled to a minimum holiday entitlement of 20 days per annum. This does not include public and bank holidays, which may be given at the employer's discretion.

9.2 The holiday year commences on << >> and finishes on << >> each year.

9.3 If your employment terminates part way through the holiday year, your holiday entitlement will be pro-rated accordingly.

9.4 If, on termination of your employment, you have accrued holiday entitlement in excess of your entitlement, the Company will deduct a pro-rated holiday allowance from your final salary and you authorise the Company to make a deduction from the payment of any final salary.

9.4.1 If you have accrued holiday entitlement in excess of your entitlement, the Company will deduct a pro-rated holiday allowance from your final salary and you authorise the Company to make a deduction from the payment of any final salary.

9.4.2 If you have accrued holiday entitlement in excess of your entitlement, the Company may, at its discretion, require you to take a holiday during your notice period or holiday entitlement.

9.5 Holidays must be taken with the approval of your manager. You must obtain approval of proposed holiday from <<specify job title>>. You will not be allowed to take more than <<specify number>> weeks at any one time, save at the Company's discretion. Public and bank holidays until your request for approval has been received.

9.6 All holiday must be taken within the period in which it is accrued. In exceptional circumstances you may be granted up to << 5 >> days untaken holiday which applies for one year only, and subsequent holiday year.

9.7 If you are sick or on long-term leave, the Company will allow you to transfer to sick leave or long-term leave at a later date. This is strictly subject to the availability of such leave.

9.7.1 You must contact your manager <<specify number>> in person and by telephone (if possible) as soon as you are aware that your holiday will be affected by sickness or long-term leave.

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9.7.2 The full per certified b practitioner, [where it exceeds seven days:] and

9.7.3 Within <<e.g. writing how and the amc notification n urn to work, you must confirm in as affected by sickness or injury take at another time. This written job title>>.

10. Other paid leave

10.1 Any maternity, pate parental or parental bereavement y rate/your normal rate of pay>>.

10.2 [The Company als details of other paid non-statutory leave>>.]

10.3 Please see the Con or further information.

11. Training

11.1 You will be require ing training in respect of <<state e.g. health and safe

11.2 You may be requ onal training at the Company's discretion and will rate of pay for any compulsory training.

11.3 You will not be paid wing training <<give details>>.

12. Sickness Absence

12.1 In the event of you n you or someone on your behalf should contact <<st earliest opportunity on the first day of the absence to ir on for absence. You must inform the Company as so range in the date of your expected return to work.

12.2 A self-certificati ed for absences of up to seven days. The form will

12.3 For periods of sic ven consecutive days, including weekends, you will Statement of Fitness for Work ('Fit Note') / Medical Ce to <<specify job title>>. A new Fit Note / Medical Ce t periodically as required by the Company.

12.4 EITHER - When th right to sick pay; employee will only receive SSP u

[If you are absent f reason of sickness or incapacity, you are entitled to ), provided that you have met the requirements above the SSP scheme the 'qualifying days' are <<state d ay>>. There is no contractual right to payment in respe due to sickness or incapacity. Any such payments are company.]

OR - When the co any sick pay scheme, use this clause:-

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[If you are absent for a reason other than illness, you must comply with the requirements of the company sick pay policy, and you have complied with the requirements of the company sick pay policy, for up to a maximum of << >> days per year. Company sick pay is equal to your normal basic salary. You will not receive Statutory Sick Pay in accordance with the requirements of the company sick pay policy.]

Company sick pay, for up to a maximum of << >> days per year. Company sick pay is equal to your normal basic salary. You will not receive Statutory Sick Pay in accordance with the requirements of the company sick pay policy.]

12.5 The Company has the right to record absence levels and reasons for absences. Such records will be held confidentially.

The Company has the right to record absence levels and reasons for absences. Such records will be held confidentially.

12.6 The Company may require you to go a medical examination by a medical practitioner at any stage of your employment, and you agree to authorise the medical practitioner to prepare a medical report detailing the results of the examination. Such a report which you agree may be disclosed to the Company. The cost of such medical examination. Such an examination will be conducted at the cost of the Company where it is reasonable to do so.

The Company may require you to go a medical examination by a medical practitioner at any stage of your employment, and you agree to authorise the medical practitioner to prepare a medical report detailing the results of the examination. Such a report which you agree may be disclosed to the Company. The cost of such medical examination. Such an examination will be conducted at the cost of the Company where it is reasonable to do so.

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### 13. Standards

You must exercise the highest standards of care whilst working or visiting on behalf of the Company at the premises of potential customers and, in particular, must comply with the rules of those premises. Any damage caused by you to the premises of a third party must be reported immediately to that third party.

You must exercise the highest standards of care whilst working or visiting on behalf of the Company at the premises of potential customers and, in particular, must comply with the rules of those premises. Any damage caused by you to the premises of a third party must be reported immediately to that third party.

### 14. Anti-Bribery

14.1 You agree that you will not accept any bribes (i.e. a financial payment or other form of reward or advantage) when representing the Company.

You agree that you will not accept any bribes (i.e. a financial payment or other form of reward or advantage) when representing the Company.

14.2 You agree to comply with the Company's anti-bribery policy (provided separately) and agree to report any suspicious conduct that may amount to a bribe to the Company.

You agree to comply with the Company's anti-bribery policy (provided separately) and agree to report any suspicious conduct that may amount to a bribe to the Company.

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### 15. Pension

[The designated pension scheme is set out in the Staff Handbook where e.g. Staff handbook will make a contribution to <<state %>> of your salary.]

Details can be found in <<State specify job title>>.[The Company will make a contribution to <<state %>> of your salary. You may contribute up to <<state %>> of your salary.]

OR

[If you are eligible, the Company will offer you into a pension scheme, in accordance with the Company's pension policy.]

[If you are eligible, the Company will offer you into a pension scheme, in accordance with the Company's pension policy.]

Full details of the scheme, including the minimum contribution level and your right to opt out if you do not want to join the scheme, are set out in the worker pension contribution policy.

Full details of the scheme, including the minimum contribution level and your right to opt out if you do not want to join the scheme, are set out in the worker pension contribution policy.

The scheme is subject to change from time to time, and the Company may replace the scheme at any time.]

The scheme is subject to change from time to time, and the Company may replace the scheme at any time.]

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**16. Non – Compulsory Retirement**

The Company does not opt to compulsorily retire you on reaching a particular age and therefore you will not be compulsorily retired on reaching a particular age. However, you can choose to retire voluntarily at any time, provided you give the required period of notice to terminate your employment.

at age and therefore you will not be compulsorily retired on reaching a particular age. However, you can choose to retire voluntarily at any time, provided you give the required period of notice to terminate your employment.

**17. [Health Insurance and Other Schemes]**

17.1 You are eligible to participate in the Company's [medical insurance] [death-in-service life assurance] [pension] [provident fund] scheme, subject to the terms and conditions of the scheme which are from time to time in force. Details of the scheme are available from <<name title and/or department>>. If you wish to participate in these schemes, you should advise the Company.

17.1 You are eligible to participate in the Company's [medical insurance] [death-in-service life assurance] [pension] [provident fund] scheme, subject to the terms and conditions of the scheme which are from time to time in force. Details of the scheme are available from <<name title and/or department>>. If you wish to participate in these schemes, you should advise the Company.

17.2 The Company reserves the right to discontinue its participation in any scheme or to substitute another scheme or to vary the benefits available to you under any of the schemes.

17.2 The Company reserves the right to discontinue its participation in any scheme or to substitute another scheme or to vary the benefits available to you under any of the schemes.

17.3 For the avoidance of doubt, the Company reserves the right to terminate employment without notice, in accordance with the provisions of the contract of employment and the provisions of the Termination of Employment Policy [if applicable] below.]

17.3 For the avoidance of doubt, the Company reserves the right to terminate employment without notice, in accordance with the provisions of the contract of employment and the provisions of the Termination of Employment Policy [if applicable] below.]

**18. Maternity Leave**

The Company will comply with the provisions of the Maternity Leave Act, 1992. The Company's Maternity Leave Policy is available from <<name, title and/or department>>.

The Company will comply with the provisions of the Maternity Leave Act, 1992. The Company's Maternity Leave Policy is available from <<name, title and/or department>>.

**19. Paternity Leave**

The Company will comply with the provisions of the Paternity Leave Act, 1992. The Company's Paternity Leave Policy is available from <<name, title and/or department>>.

The Company will comply with the provisions of the Paternity Leave Act, 1992. The Company's Paternity Leave Policy is available from <<name, title and/or department>>.

**20. Exclusivity of Service**

20.1 You are required to devote your full attention and abilities to your job during working hours and at all times in the best interests of the Company at all times.

20.1 You are required to devote your full attention and abilities to your job during working hours and at all times in the best interests of the Company at all times.

20.2 You must not, with or without the prior approval of the Board of Directors of the Company, be in any way engaged in any other business or undertaking where the interests of the Company or where the duties of your job may be in conflict with the interests of the Company or where the efficient discharge of your duties. However, you may invest in any class of securities for investment purposes if such securities are quoted on a recognised Stock Exchange. If the holding of such securities is not in the prior approval of the Board of Directors of the Company.

20.2 You must not, with or without the prior approval of the Board of Directors of the Company, be in any way engaged in any other business or undertaking where the interests of the Company or where the duties of your job may be in conflict with the interests of the Company or where the efficient discharge of your duties. However, you may invest in any class of securities for investment purposes if such securities are quoted on a recognised Stock Exchange. If the holding of such securities is not in the prior approval of the Board of Directors of the Company.

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**21. Confidential Information**

21.1 You shall neither disclose (in the course of your duties) nor permit to be disclosed (directly or indirectly)

except in the proper performance of your duties (or to the extent you may be permitted to do so (omit) after the termination thereof,

21.1.1 Use for your own or the Company's business or for the business of any other person, company, business, or organisation, or disclose to any person, company, business, or organisation, any trade secrets or confidential information, or any information relating to the Company or its associated companies, including but not limited to any such information as customer lists or requirements, price lists or pricing information, and sales information, business plans or development plans, design plans, design activities, and other confidential information which you have or expect to have, or which you expect the Company to have, or which has been or is being disclosed in confidence by the Company or any associated company in

of any other persona, company, business, or organisation, or disclose to any person, company, business, or organisation, any trade secrets or confidential information, or any information relating to the Company or its associated companies, including but not limited to any such information as customer lists or requirements, price lists or pricing information, and sales information, business plans or development plans, design plans, design activities, and other confidential information which you have or expect to have, or which you expect the Company to have, or which has been or is being disclosed in confidence by the Company or any associated company in and other persons.

21.1.2 You shall not make any disclosure of the Company's confidential information for the benefit of the Company or any associated company.

your employment with the Company relating to any matter within the scope of your duties or affairs otherwise than for the benefit of the related company.

21.1.3 The obligation of confidentiality of any information which is not in the public domain shall not be affected by any way of unauthorised disclosure.

21.1 above shall cease to apply to any information which may subsequently come into the public domain as a result of your employment, other than by

**22. Restrictive Covenants**

22.1 You shall observe the restrictive covenants set out in the Schedule hereto, which include restrictions on employment and post-termination employment.

set out in the Schedule hereto, which include restrictions on employment and post-termination employment.

22.2 In the event that you are terminated from your employment with the Company, or you terminate your employment with the Company, you shall immediately provide to such person, company, business, or organisation a full and accurate signed copy of the Schedule.

of employment from any person, company, business, or organisation, either during your employment with the Company or after the termination of your employment with the Company, the provisions of any of the restrictions set out in the Schedule shall immediately provide to such person, company, business, or organisation a full and accurate signed copy

**23. Garden Leave**

23.1 If you resign with notice under your contract, the Company may, at its sole discretion, require you not to attend your place of work during the notice period.

gives you notice to terminate your employment with the Company, it may, at its sole discretion, to require you not to attend your place of work during the notice period.

23.2 Your contract of employment shall remain in force until the end of the notice period and you will continue to receive your salary and benefits in the normal way (apart from any Commission) and you will also remain bound by all the restrictive covenants set out in the Schedule of employment, including any

shall remain in force until the end of the notice period and you will continue to receive your salary and benefits in the normal way (apart from any Commission) and you will also remain bound by all the restrictive covenants set out in the Schedule of employment, including any

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confidentiality clause  
apart from the duties  
permitted to take up

ants and the attached Schedule,  
these circumstances, you are not  
during the notice period.

**24. Collective Agreements**

[There are no collective agreements in force for your employment.]

OR

[Your employment is subject to a collective agreement <<specify relevant agreement>>]

**25. Grievance Procedures**

The Company's Grievance Procedure is set out in the attached Schedule on request from <<specify job title>>. This policy does not form part of the conditions of employment.

**26. Discipline**

26.1 You will be expected to maintain a high standard of work performance and conduct at all times to the reasonable levels acceptable to the Company, you may be subject to disciplinary action which could ultimately result in dismissal if these standards are not forthcoming.

26.2 The disciplinary rules set out in the attached Disciplinary Policy apply to your employment are set out in the attached Disciplinary Policy. This policy does not form part of your terms and conditions of employment.

**27. Termination of Employment**

27.1 During the << >> notice period the notice required by either party to this Contract of Employment will be one week.

27.2 After the successful completion of the probationary period, your employment may be ended by the Company by giving you one month's written notice. The Company will give you ten days' written notice and after four years' continuous service you will be entitled to ten days' notice for each additional complete year of service up to a maximum of three months' notice.

27.3 We reserve the right to terminate your employment without notice or to pay you salary in lieu of notice.

27.4 Nothing in this Contract of Employment shall prevent us from terminating your employment immediately in the event of a serious breach by you of the terms of the Contract of Employment or acts of gross misconduct by you.

[OR (this option reflects the minimum notice period provided by law)]

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27.5 Your contract of employment shall terminate by written notice as follows:

**Notice to be given by the Company**

**Length of continuous service**

From one month up to two years

From two years to 12 years

12 or more years

**Notice to be given to the Company**

**Length of continuous service**

Less than one month

One month onwards

27.6 We reserve the right to terminate your employment without notice.

27.7 Nothing in this Contract shall prevent the Company from terminating your employment summarily or otherwise in the event of a serious breach by you of the terms of your employment contract or acts of gross misconduct by you.]

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**28. Company Property**

On the termination of your employment, you shall immediately return to the Company in accordance with its specifications, software, materials, equipment, tools, keys, mobile phones, passes and any other items which are in your possession or control. You will, if so required by the Company, confirm in writing that you have complied with your obligations under this Clause 28.

**29. Data Protection**

The Company is required to protect your personal data and what we do with that data. We shall at all times comply with all relevant data protection legislation. [Company's data protection policy shall be in force from time to time in force.

**30. Changes to Terms and Conditions**

The Company may amend the terms and conditions in this document and any such changes shall be made generally applied, by notice to you personally in writing or, when

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**31. Severability**

The various provisions of this Agreement shall be severable, and if any provision or identifiable part thereof is held to be unenforceable by any court of competent jurisdiction the validity or enforceability of the remaining provisions shall not be affected.

severable, and if any provision or identifiable part thereof is held to be unenforceable by any court of competent jurisdiction the validity or enforceability of the remaining provisions shall not be affected.

**32. Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of England.

and construed in accordance with the laws of England.

Issued for and on behalf of <<Company Name>>

Signed: .....

< >

Employee

I hereby warrant and confirm that I am not currently employed by any other company, and I have not performed any of the duties of employment for any other company in the last 12 months. I accept the terms of this Agreement.

I hereby warrant and confirm that I am not currently employed by any other company, and I have not performed any of the duties of employment for any other company in the last 12 months. I accept the terms of this Agreement.

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

Date: << >>

**Pre-termination Restrictions**

1. The words and expressions used in this Schedule shall have the meanings set out below:

The words and expressions used in this Schedule shall have the meanings set out below:

**"Customer"**

the company or company to whom the goods or services;

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**“Prospective Customer”**

**"Employee "**

**“Termination Date”**

**“Associated Company”**

**2. Non-competition**

During the period of your  
months>> following the T

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or company to whom the  
specific offer in writing to  
, or to whom the  
details of particular terms  
nt be willing to supply such  
h whom the Company has  
urse of discussions  
upply of goods or services;

oyed by the Company or  
y at the Termination Date,  
substantial personal

erial contact with  
pliers of the Company; or

onfidential information  
ompany or any Associated

uded research into or  
any product or services or  
any technical or product

er of the management  
pany or any Associate

ur employment

any, corporation or other

ectly controlled by the

ttly controls the Company;

ectly controlled by a third  
rectly or indirectly controls

n title or assign of the  
, corporations or other  
ferred to above.

period of <<Insert Duration eg. six  
gree not to compete, directly or

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indirectly, with the business and its Associated Companies, notwithstanding the cause

and its Associated Companies,

This restriction shall extend from the present location of the Company.

g. 10 miles>> from the present

The term "compete" as used herein means that you shall not own, manage, operate, consult for or be employed in a business substantially similar to, or competitive with, the business of the Company.

that you shall not own, manage, operate, consult for or be employed in a business substantially similar to, or competitive with, the business of the Company.

3. **Non-solicitation of Customers**

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During the period of your employment, and for a period of <<Insert Duration eg. six months>> following the Termination Date, you shall not directly or indirectly, solicit, assist in or facilitate the acceptance of, or deal with, the business of any Customer with whom you had personal contact or dealing with during your employment.

period of <<Insert Duration eg. six months>> following the Termination Date, you shall not directly or indirectly, solicit, assist in or facilitate the acceptance of, or deal with, the business of any Customer with whom you had personal contact or dealing with during your employment.

4. **Non-solicitation of Employees**

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During the period of your employment, and for a period of <<Insert Duration eg. six months>> following the Termination Date, you shall not, directly or indirectly,

period of <<Insert Duration eg. six months>> following the Termination Date, you shall not, directly or indirectly,

32.1 attempt to induce any employee of the Company or any consultant of the Company to cease to provide services to the Company;

the employment of the Company or any consultant of the Company;

32.2 employ or obtain the services of any person who within six months prior to the Termination Date was an employee or consultant of the Company.

who within six months prior to the Termination Date was an employee or consultant of the Company.

5. **Undertaking**

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You agree that in the event you are offered employment by any person, firm or company, an offer of employment, either during your employment with the Company or during the continuance in force of any other agreement set out above, you will immediately provide to such person, firm or company a true and accurate signed copy of this Schedule.

person, firm or company, an offer of employment, either during your employment with the Company or during the continuance in force of any other agreement set out above, you will immediately provide to such person, firm or company a true and accurate signed copy of this Schedule.

6. **Severability**

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The provisions in the Termination Schedule shall apply equally to this Schedule.

employment regarding severability

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