NZ-COMnda07

Non solicitation agreement

This deed of covenant is made on [   ]   :

[Name] of [address] ('the   ),

and

[Name] of [address]

('the Client') which expression shall

Background

The Client has a contract, dated [date] with the Contractor (a copy of which is set out in Schedule 1) ('the Contract'), under which the Contractor [briefly specify the nature of the contract for services] and, in the course of performing the Services, the Contractor [meets and communicates] with the Client's [clients/   ].

,   ,

[/   ]

.

1. Non-solicitation and confidentiality

1.1. The Contractor agrees that it will not, by itself or through any of its servants or agents seek, or encourage or allow any other person, to

,

[/   ]   ,

,

('   ,

2),

1.2. for the period of [12] months following termination of the Contract [

[   ]

[50]

/   ]   .

1.3. The Contractor agrees to keep safe all information about the Client's business without limit ('   )

,   .

2. Entire understanding

This Covenant, read with the Contract, contains the entire agreement between the parties and supersedes

.   ,

,   ,

.

3. Notices and service

3.1.   Any notice or other information required or authorised by this deed to be given by any

-

,

.

3.2.   Any notice or information given by post shall be deemed to have been given on the second day after it was   ;

,   -   ,

,

.

3.3.   Any notice or other information sent

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3.4.   Service of any legal proceedings concerning or arising out of this deed shall be affected by causing the

,

.

4. Dispute resolution

4.1.

,

.

4.2.

,

.

[   ]

Witness

Witness' address

Schedule 1: 'The Contract'

Schedule 2: 'The Services

[

        /   *.*

    ]

Explanatory notes:

Non solicitation agreement

General notes:

1.   This covenant provides for limitations on the extent to which the contractor may solicit the client's clients or customers. During the term of the contract for the contractor to provide services to the client the restraint is absolute. After the   ,

                                        .

                -           .

2.   An essential ingredient of a legally binding contract is that each party must give 'consideration' to the other; that is to say, for example, money in return

                                        .

                                ,

                                                ,

                ,   .

                                        ,   'deed' ,

                                                        .

End of notes