

ZA-COMnda07

Non solicitation agreement

This deed of covenant is made on [] :

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

and

[Name] of [address] ('the Employer') which

Background

The Employer 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 Employer'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 any extent, to solicit or procure any of the Employer's [clients/customers] away from the Employer's business, either to its own business or to that ,

(' 2),

- 1.2 for the period of [12] months following termination of the Contract [where those [clients customers] run a place of business within [50] /]

- 1.3 The Contractor agrees to keep safe all information about the Employer's business without limit ('the Confidential Information') and not to disclose or encourage or allow any other person ,

2 Entire understanding

This Covenant, read with the Contract, contains the entire agreement between the parties and supersedes all previous agreements and understandings between them. The Contractor acknowledges that, in entering into this Covenant,

3 Notices and service

3.1 Any notice or other information required or authorised by this deed to be given by any party to another may be given by hand or sent by first class pre-paid post,

3.2 Any notice or information given by post shall be deemed to have been given on the second day after it was posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid and posted,

3.3 Any notice or other information sent

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 In the event of a dispute arising out of or in connection with

4.2 If any difference shall arise between the Contractor and the Employer

Executed as a []

Witness

Witness' address

Schedule 1: 'The Contract'

Schedule 2: The Services

[
/ .
]

Explanatory notes:

Non solicitation agreement

General notes:

1

2

_____ **'consideration'** _____ ;

_____ , _____ , _____

_____ .

_____ ,

_____ ,

_____ , _____

_____ **'deed'** ,

_____ .

End of notes