
SUMMARY

The Employee agrees to protect the goodwill in the Employer's business and the Employer's confidential information.

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NON-COMPETE DEED FOR AN EMPLOYEE

Parties & Signatures

A. EMPLOYER

we, us or our

NAME AND BUSINESS NUMBER OF EMPLOYER

STREET ADDRESS OF EMPLOYER

EMAIL ADDRESS OF EMPLOYER

Signed for or by the Employer



SIGNATURE/S



DATE OF SIGNING



NAME/S OF PERSON/S SIGNING



TITLE/S (EG DIRECTOR)

B. EMPLOYEE

you or your

NAME AND BUSINESS NUMBER OF EMPLOYEE

STREET ADDRESS OF EMPLOYEE

EMAIL ADDRESS OF EMPLOYEE

Signed by the Employee



SIGNATURE/S



DATE OF SIGNING

PARTY DETAILS

Fill in the details of the Employer. If Ensure you insert the business or registration number to properly identify the party.

SIGNING INSTRUCTIONS

If the Employer has only one officer the director should sign. If it is a company with more than one officer, two directors or a director and secretary should sign.

PARTY DETAILS

Fill in the Employee's details.

SIGNING INSTRUCTIONS

The Employee signs here.

Key Terms

1. *Protected business*

BUSINESS

See clause 3.

Insert a description of the Employer's business.

E.g. "A mortgage broking business".

2. *Restrained activities*

Yes No

Competing with our business or any part of our business.

Supplying a customer of ours with goods or services that we supply.

Soliciting or enticing a customer of ours away from our business.

Soliciting or enticing an employee away from our business.

Soliciting or enticing a supplier away from our business.

RESTRAINED ACTIVITIES

See clause 6.

For each matter, select "Yes" to identify it as one of the *restrained activities* or otherwise select "No".

Fill in the details of any additional *restrained activities*.

3. *Period of the restraint*

The restraint applies while you are employed by us and for the following extended period after your employment with us ceases:

months.

PERIOD OF RESTRAINT

See clause 7. Fill in the period of the restraint. This should be no longer than is reasonably required to protect the goodwill the business otherwise it may not be enforceable. E.g. "3 months" or "6 months".

4. *Area of the restraint*

AREA OF RESTRAINT

See clause 8.

Fill in the area(s) where the Employer operates its business and where the customers are located.

E.g. "South Melbourne in Victoria and Sydney Central Business District in New South Wales."

GENERAL5. *Jurisdiction and governing law*6. *Additional terms***APPLICABLE LAWS**

Specify the applicable jurisdiction. E.g. "Victoria, Australia".

VARYING GENERAL TERMS

This section can be used to add to or vary the General Terms.

E.g. "Clause ## is deleted".

E.g. "Clause ## is amended to read '...' instead of '...'".

E.g. "An additional clause is added stating '...'".

General Terms

OVERVIEW

1. This Deed

This Deed consists of the following sections:

- (a) the Parties & Signatures;
- (b) the Key Terms; and
- (c) these General Terms.

2. Parties

The parties are named in the Parties & Signatures section of this Deed and include:

- (a) the *Employer* (referred to as *we, us* or *our*); and
- (b) the *Employee* (referred to as *you* or *your*).

3. Our business

Our *business* includes the *protected business* identified in the Key Terms and any other business that we carry on from time to time that you are involved in as part of your employment with us.

4. Protection of our business and information

The purpose of this Deed is to protect:

- (a) the goodwill in our *business*; and
- (b) our *confidential information*.

PROTECTING GOODWILL OF OUR BUSINESS

5. Restraint

You agree to the following restraint:

- (a) not to engage in any of the *restrained activities*;
- (b) during the *period of the restraint*; and
- (c) in the *area of the restraint*,

as stated in the Key Terms.

6. Restrained activities

Each *restrained activity* is identified as such in the Key Terms. You are taken to engage in a *restrained activity* if:

- (b) if that is unenforceable, two thirds of the extended period; or
- (c) if that is unenforceable, one third of the extended period.

8. Area of the restraint

The restraint applies in:

- (a) the *area of the restraint* stated in the Key Terms; and
- (b) each defined territory in which our *business* operates at any time during the *period of the restraint*.

9. Definition of our customers

Where a restraint applies to protect our customers, this is taken to mean each customer who at the relevant time:

- (a) is an actual or prospective customer or client of our *business*; or
- (b) was a customer or client of our *business* at any time in the last 6 months.

10. Definition of our employees

Where a restraint applies to protect our employees, this is taken to mean each employee who at the relevant time:

- (a) is an employee of our *business*; or
- (b) was an employee of our *business* at any time in the last 6 months.

11. Definition of our employees

Where a restraint applies to protect our suppliers, this it taken to mean each supplier who at the relevant time:

- (a) is a supplier to our *business*; or
-

no broader than required to protect the goodwill of our business and our confidential information.

13. Unenforceable provisions severed

This Deed includes various provisions for the *restrained activities*, the *period of the restraint* and the *area of the restraint*. If one of these provisions is unenforceable it may be severed from this Deed and the other provisions are to remain effective so that the restraint is applied as broadly as possible for our benefit.

PROTECTING OUR INFORMATION

14. Confidentiality obligations

You must only use or disclose our *confidential information*:

- (a) as required to perform your obligations as our employee and for our benefit;
- (b) to your professional advisors on a need to know basis;
- (c) as required by law; or
- (d) otherwise with our consent.

If we ask you to at any time, you must:

- (a) return or destroy our *confidential information*,
- (b) delete any electronic copies saved on your computers; and
- (c) immediately provide us with a statutory declaration to the effect that you have complied with your obligations under this clause.

These confidentiality obligations will continue to apply after your employment with us ceases and also apply in addition to confidentiality obligations in any employment agreement or other contract you have entered into with us.

15. Definition of confidential information

- (b) trade secrets, finances, operations, strategies, business plans, products, services, agreements and transactions; and
- (c) other information that is specifically designated in writing as confidential.

However, information that is public knowledge or becomes generally available to the public (other than due to a breach of your confidentiality obligations) is not regarded as confidential.

GENERAL PROVISIONS

16. Additional terms

The *additional terms* (if any) in the Key Terms take priority over these General Terms and may be used to supplement or vary them.

17. Jurisdiction and governing law

This Deed is governed by the laws of the *jurisdiction and governing laws* specified in the Key Details and the parties submit, non-exclusively, to the resolution of disputes by the courts in that jurisdiction.

18. Joint and several

If a party consists of one or more persons or an obligation applies to one or more persons, this Deed binds them jointly and each of them severally.

19. Signing of separate copies

This document will be treated as properly signed if each party signs it or if the parties sign separate but identical documents in which case this document will take effect when the separately signed documents are exchanged between the parties.

20. Agreed as a deed

The parties acknowledge that this document is agreed and signed as a binding deed.

21. Variations

Once signed, this Deed may only be varied by the further written agreement of the parties.

22. Entire understanding

The understanding between the parties about the subject matter of this Deed is covered entirely in this document and any other documents that it refers to and no previous agreements, representations or warranties will have any effect.