

RESTRAINT OF TRADE

1. In the course of _____ (insert the name of the employee) ("employee") duties and performance of services with _____ (insert the name of the employer) ("company"), the employee:
 - 1.1 will acquire knowledge of the business of the company, and information regarding its financial affairs, contractual rights and obligations, potential and actual relations with customers, suppliers and staff, business systems, projections, strategies, budgets, intellectual property, and other necessary information;
 - 1.2 shall have access to the names of the customers that the company and its suppliers do business with; and
 - 1.3 shall generally have the opportunity of learning and acquiring the trade secrets, business connections and other confidential information pertaining to the company and its suppliers.
2. By the employee's signature hereto, s/he undertakes that for a period of _____ (insert number of years) year/s from the date that his/her employment is terminated with the company, the employee shall not directly or indirectly at any place in the Republic of South Africa (alternatively, in the region of _____ (insert regions, for example, Bloemfontein)), whether for his/her own account or as a principal, employee, agent, partner, representative, shareholder, consultant, advisor, or in any other similar capacity whatsoever in relation to any person, syndicate, partnership, joint venture, corporation or company, and whether for the employee's direct or indirect benefit or otherwise, and whether for reward or otherwise:
 - 2.1 be interested in or concerned in any business which is directly or indirectly in competition with the business of the company or its suppliers;
 - 2.2 canvass, solicit, interfere with or entice away an employee, agent or any person who is a customer and/or supplier of the company, nor shall you attempt to do so. A supplier is defined in terms of the Consumer Protection Act 68 of 2008; or
 - 2.3 supply or make available to any person, any material, service or information that forms part of the business of the company.
3. This restraint must be attached to the contract of employment between the company and employee as an annexure, and will be considered to form part of the terms contained in the contract of employment.
4. By the employee's signature hereto, s/he acknowledges and agrees that each undertaking given or restraint imposed in terms of this contract is reasonable in its duration, area and scope of operation, and is necessary for the protection of the proprietary interests of the company, its suppliers and its customers.
5. Each of the undertakings in this restraint is severable from each other, and may entirely or partially be enforced.

6. Signatories

Signed at _____ on _____ 20__.

As witnesses for the Employee:

1. _____
Signature Full name

2. _____
Signature Full name

The Employee:

Signature Full name

Signed at _____ on _____ 20__.

As witnesses for the Company:

1. _____
Signature

Full name

2. _____
Signature

Full name

The Company:

Signature

Full name

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