

Restrictive Covenant Agreement

Governed by the common law doctrine of restraint of trade (England & Wales)

This Restrictive Covenant Agreement ("Agreement") is made between the parties named below and sets out post-termination restrictions intended to protect the Covenantee's legitimate business interests.

1. PARTIES

Covenantee (business):

Registered/business address:

Covenantor (individual):

Role/position held:

Date this Agreement is entered into:

2. LEGITIMATE BUSINESS INTEREST

Under English law, a restrictive covenant is void as an unlawful restraint of trade unless it protects a specific legitimate business interest and goes no further than reasonably necessary to protect it. Mere prevention of competition is not, on its own, a legitimate interest. The parties confirm that this Agreement is intended to protect the following interest(s):

- ☐ Trade secrets and confidential business information
- ☐ Client, customer, or supplier connections and goodwill
- ☐ Stability of the workforce
- ☐ Other legitimate interest (specify below)

Details of the interest being protected:

3. NON-COMPETE COVENANT

During the Restricted Period and within the Restricted Area, the Covenantor shall not, without the prior written consent of the Covenantee, directly or indirectly engage in, be employed by, provide services to, or hold any interest in any business that competes with the Covenantee in the business described below.

Description of the competing business/activity:

Restricted Period (from termination):

Restricted Area (geographic scope):

4. NON-SOLICITATION OF CLIENTS

During the Restricted Period, the Covenantor shall not directly or indirectly solicit or attempt to solicit business from any client, customer, or prospective client of the Covenantee with whom the Covenantor had material dealings or contact during the period stated below.

Look-back period prior to termination:

5. NON-DEALING

During the Restricted Period, the Covenantor shall not deal, or attempt to deal, with any client or customer identified under Clause 4, whether or not that client or customer was solicited by the Covenantor or approached the Covenantor of their own accord.

6. NON-POACHING OF STAFF

During the Restricted Period, the Covenantor shall not directly or indirectly solicit, induce, or attempt to entice away any employee or worker of the Covenantee with whom the Covenantor had material dealings, where doing so would be likely to cause harm to the Covenantee's business.

7. CONFIDENTIALITY

The Covenantor shall not, at any time during or after the engagement, use or disclose any confidential information belonging to the Covenantee, except as required by law or with prior written consent.

8. REASONABLENESS AND SEVERABILITY

The parties agree that each restriction in this Agreement is reasonable in scope, duration, and geographic area, having regard to the Covenantor's role and the interests identified in Clause 2. Reasonableness is assessed as at the date this Agreement is entered into. Each covenant in Clauses 3 to 6 is intended to be a separate and severable obligation. If any covenant, or any part of it, is held by a court to be void or unenforceable as an unreasonable restraint of trade, that covenant or part shall be severed and the remaining covenants shall continue in full force and effect, provided the remaining wording continues to make commercial sense.

9. CONSIDERATION

In consideration of the Covenantee entering into this Agreement and the engagement, role, or benefits associated with it, the Covenantor agrees to be bound by the covenants set out above. The parties confirm that valuable consideration has passed between them, details of which (if applicable) are recorded below.

Consideration provided (if applicable):

10. REMEDIES

The Covenantor acknowledges that damages alone may not be an adequate remedy for breach of this Agreement and that the Covenantee shall be entitled to seek an injunction, specific performance, or other equitable relief, in addition to any other remedy available at law, including damages.

11. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

12. SIGNATURES

Signed by the parties as an agreement (not as a deed) on the date first stated above.

Signature (Covenantee):

Date:

Print name and title (Covenantee):

Signature (Covenantor):

Date:

Print name (Covenantor):