



## **Restraint of Trade Policy**

**Company Policy No:** 5SA  
**Company:** Greencastle Solutions Ltd  
**Issue No:** 2  
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## **Restraint of Trade Policy**

- 1.1 In this clause, the following words shall have the following meaning:
  - 1.1.1 "Business" shall mean any person, business, company, association, corporation, partnership, undertaking, whether incorporated or not.
  - 1.1.2 "Interest" and/or "interested" shall mean interested or concerned, directly or indirectly, whether as proprietor, partner, shareholder, employee, agent, financier, or in any other capacity whatsoever, and/or permitting his/her name being used in connection with or in any manner relating thereto.
  - 1.1.3 "The territory" shall mean Johannesburg.
- 1.2 The employee records that he/she agrees to this restraint of trade in consideration of:
  - 1.2.1 All benefits accrued from the company.
  - 1.2.2 His/her knowledge of and/or access to the business methods, business secrets, technological information, and data and/or manufacturing methods of the company, which are to be known to and which will be gained by him/her.
  - 1.2.3 The goodwill factor and technological, manufacturing, and sales expertise in a business and/or undertaking such as the business and/or undertaking of the company.
  - 1.2.4 The confidential nature of the information, documentation and other data relating to the customers and suppliers of the company, which are available to the employee.
- 1.3 In terms of the restraint of trade, the employee specifically undertakes and agrees to:
  - 1.3.1 Not be interested in any business in the territory which carries on business, manufactures, sells, or supplies any commodity or goods, brokers or acts as agent in the sale or supply of any commodity or goods, and/or performs or renders any service in competition with or identical or similar or comparative to that carried on, sold, supplied, brokered, or performed by the company during the period of employment of the employee up to and including the last day of employment of the employee.
  - 1.3.2 Not solicit the custom of or deal with or in any way transact with, in competition with the company, any business, company, firm, undertaking, association, or person which during the period of six (6) months preceding the date of termination of the employment of the employee has been a customer or supplier of the company in the territory.
  - 1.3.3 Not offer employment directly or indirectly to or in any way cause to be employed any person who was employed by the company as at the termination of the employment of the employee with the company or at any time within six (6) months immediately preceding such termination.
- 1.4 Every restraint in this clause shall operate and be valid and binding for a period of six (6) months, calculated from the date of termination of the employment of the employee with the company.
- 1.5 Each restraint in this clause shall be construed as being severable and divisible and applicable to the employee, whether that restraint is in respect of:
  - 1.5.1 Nature of the business or concern.

- 1.5.2 Area or territory.
- 1.5.3 Article, commodities, or goods sold and/or supplied.
- 1.5.4 Services performed or rendered.
- 1.5.5 Company or concern entitled to the benefit thereof.

- 1.6 Each restraint in this clause shall be deemed in respect of each part thereof to be separately enforceable in the widest sense possible from the other parts thereof, and the invalidity or unenforceability of any part thereof shall not in any way affect or taint the validity or enforceability of any other part of such restraint, or any other terms of this agreement.
- 1.7 All restraints in this clause are for the benefit of the company.
- 1.8 The employee specifically acknowledges and agrees that:
  - 1.8.1 This clause and/or all the restraints contained therein, after taking all circumstances into consideration, are fair and reasonable; and
  - 1.8.2 Should he/she at any time dispute the reasonableness or fairness of any of the provisions of this clause and/or restraints, he/she will have the onus to prove such unreasonableness or unfairness.