

SPECIAL CONDITION

Deed of Restraint



This DEED OF RESTRAINT is made the day of

BETWEEN:

- A. The persons named as the Purchaser in the Agreement to which this Deed is annexed; and
- B. The persons named as the Vendor in the Agreement to which this Deed is annexed; and
- C. The other persons who have executed this Deed and whose names, addresses and relationships to the Vendor are set out in the Schedule to this Deed (being either a director, officer, servant, agent, partner, manager, spouse, child, trustee or beneficiary of the Vendor or a company in which the Vendor is a director, officer or shareholder called "the Associated Persons")

IT IS HEREBY AGREED AS FOLLOWS:

1. That as from the date of this Deed (save for the purposes of maintaining the Business), the Vendor agrees that the Vendor or any of the Associated Persons will not do any of the following things (unless agreed to by the Purchaser in writing) for a period of years AND within a radius of

from the Business Premises:

- 1.1 carry on or be directly or indirectly engaged or interested in any business, partnership, corporation, joint venture, syndicate or trust which is directly or indirectly engaged or interested in:
 - 1.1.1 promoting, operating, engaging in or carrying on any business the same as or substantially similar to or in competition with the Business as conducted by the Vendor immediately before the Date of Possession;
 - 1.1.2 soliciting, canvassing or enticing away from the Purchaser (to the detriment of the Purchaser):
 - (i) any previous customer of the Business;
 - (ii) any employee of the Business;
 - (iii) any supplier of the Business;
 - 1.1.3 interfering with the operation of the Business;
 - 1.1.4 divulging any confidential information about the Business (including customer lists) to any person;
 - 1.1.5 permit their names or the name of any of them to be used in connection with any such business or any significant component thereof;
 - 1.1.6 employ, engage or solicit the services of any other person who is transferring to employment by the Purchaser or employ, engage or solicit the services of any other person who becomes an employee of the Purchaser in connection with the Business being sold by the Vendor to the Purchaser.

2. It is the intention of the parties that any combination of the restrictions set out in clause 1.1 of this Deed shall be enforceable and that any such restrictions which may be found by a Court to be an unreasonable restraint of trade shall be severed from this Deed.

3. This Deed shall not restrict the Vendor or the Associated Persons from being employed by the Purchaser or holding shares in the Purchaser.

4. The Vendor and the Associated Persons acknowledge that each of the restrictions contained in this Deed:
- 4.1 shall be interpreted as a separate, severable and independent restriction which is independent from other restrictions imposed by this Deed (notwithstanding that they are cumulative in effect) and shall be enforceable as such;
 - 4.2 is reasonable as to the stated subject matter to be restrained, the time period of the restraint and the territorial scope of the protection of the Goodwill sold to the Purchaser;
 - 4.3 confers a benefit on the Purchaser which is no more than that which is reasonably necessary for the maintenance and protection of the Goodwill hereby sold to the Purchaser;
 - 4.4 is capable of being assigned by the Purchaser for the benefit of any subsequent purchaser of the Goodwill.

5. In this Deed the terms "Purchaser", "Vendor", "Goodwill", "Business", "Date of Possession", and "Business Premises" shall each have the same meaning as that set out in the Agreement.

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SCHEDULE

Full Name and address of each Associated Person	Relationship of each associated person to the Vendor

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EXECUTED AS A DEED by the persons named below to signify their intention to be personally bound by the terms of this Deed.

EXECUTION BY VENDOR

SIGNED by the Vendor

on the day of
in the presence of:

Signature of Vendor

Full name of Vendor

Signature of Witness

Full name of Witness

SIGNED by the Vendor

on the day of
in the presence of:

Signature of Vendor

Full name of Vendor

Signature of Witness

Full name of Witness

OR

EXECUTED by

ABN in accordance
with section 127 of the *Corporations Act 2001*

on the day of

Director / Sole Director / Sole Secretary
(delete as appropriate)

Full name

Director / Secretary
(delete as appropriate)

Full name

OR

SIGNED for or on behalf of

on the day of

by its duly authorised officer in the presence of:

Signature of Witness

Full name of Witness

Authorised Officer's signature

Full name of Authorised Officer

Position held

INITIALS

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EXECUTION BY PURCHASER

SIGNED by the Purchaser

on the day of
in the presence of:

Signature of Purchaser

Full name of Purchaser

Signature of Witness

Full name of Witness

SIGNED by the Purchaser

on the day of
in the presence of:

Signature of Purchaser

Full name of Purchaser

Signature of Witness

Full name of Witness

OR

EXECUTED by

ABN in accordance
with section 127 of the *Corporations Act 2001*

on the day of

Director / Sole Director / Sole Secretary
(delete as appropriate)

Full name

Director / Secretary
(delete as appropriate)

Full name

OR

SIGNED for or on behalf of

on the day of

by its duly authorised officer in the presence of:

Signature of Witness

Full name of Witness

Authorised Officer's signature

Full name of Authorised Officer

Position held

INITIALS

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EXECUTION BY AN ASSOCIATED PERSON

SIGNED by the Associated Person

on the day of
in the presence of:

Signature of Associated Person

Full name of Associated Person

Signature of Witness

Full name of Witness

SIGNED by the Associated Person

on the day of
in the presence of:

Signature of Associated Person

Full name of Associated Person

Signature of Witness

Full name of Witness

SIGNED by the Associated Person

on the day of
in the presence of:

Signature of Associated Person

Full name of Associated Person

Signature of Witness

Full name of Witness

SIGNED by the Associated Person

on the day of
in the presence of:

Signature of Associated Person

Full name of Associated Person

Signature of Witness

Full name of Witness

SIGNED by the Associated Person

on the day of
in the presence of:

Signature of Associated Person

Full name of Associated Person

Signature of Witness

Full name of Witness

SIGNED by the Associated Person

on the day of
in the presence of:

Signature of Associated Person

Full name of Associated Person

Signature of Witness

Full name of Witness

INITIALS