



"Connecting Community's, Embracing Diversity, Delivering Solutions"

Non-Compete, Non-Contact & Non-Solicitation Policy

C2U Solutions Pty Ltd

Effective Date: 6th May 2024

This policy outlines the obligations between **C2U Solutions Pty Ltd** ("Company") and all **past, present, and prospective clients** ("Clients") engaging our services. By utilizing C2U Solutions' services, Clients agree to uphold the integrity of business relationships, confidentiality, and operational standards as detailed below.

1. Definitions

For the purposes of this agreement:

- **Clients** refer to all individuals or businesses engaged by C2U Solutions within the last **24 months**.
- **Competitors** include any businesses offering **property and ground maintenance** services similar to or directly competing with the Company.
- **Confidential Information** covers proprietary company records, client details, contracts, pricing structures, business strategies, trade secrets, and electronic data—whether written, verbal, or digital.

2. Purpose & Scope

This policy serves to:

- ✓ **Protect** C2U Solutions Pty Ltd's business operations, client relationships, proprietary information, and industry standing.
- ✓ **Prevent** unauthorized competition, solicitation, or engagement with Company clients beyond approved interactions.
- ✓ **Secure** company data, branding, and intellectual property from unauthorized use or disclosure.

Clients acknowledge that **violations** may result in legal consequences, financial penalties, or business restrictions.

3. Non-Contact & Non-Solicitation Clause

During their engagement with C2U Solutions Pty Ltd and **for two (2) years after service completion**, Clients must **NOT**:

- ✗ Contact, solicit, or engage with the Company's clients, vendors, or partners for **competing services**.
- ✗ Encourage any clients, vendors, or partners to **modify or terminate contracts** with C2U Solutions Pty Ltd.
- ✗ Access, misuse, or distribute company records, including client lists, pricing details, and contracts, for **competitive or personal gain**.



"Connecting Community's, Embracing Diversity, Delivering Solutions"

4. Non-Compete Clause

For **two (2) years** after service completion, Clients agree **NOT** to:

- ☒ Offer or provide **property and ground maintenance services** that directly compete with C2U Solutions Pty Ltd **within Western Australia**.
- ☒ Associate with competitors, including **working for, advising, or contracting with** similar businesses.
- ☒ Engage in activities that **directly or indirectly impact** C2U Solutions Pty Ltd's business operations.

5. Confidentiality & Non-Disclosure Clause

Clients acknowledge that all business details—including intellectual property, branding, marketing materials, financial records, and digital data—belong solely to **C2U Solutions Pty Ltd** and may **NOT** be:

- ☒ Shared, sold, or replicated outside approved company operations.
- ☒ Used for external benefit, including **advertising or promotional purposes**.
- ☒ Distributed without **written consent** from C2U Solutions Pty Ltd's Director.

This clause applies to **electronic files, emails, websites, databases, digital storage systems, and cloud-based records**.

6. Penalty Clause for Breach

If a client **violates this agreement**, C2U Solutions Pty Ltd reserves the right to:

- ☒ **Immediate termination** of engagement or business relationship.
- ☒ **Legal action** for damages, including **lost revenue and disrupted client relationships**.
- ☒ **Liquidated damages**, with financial penalties of **\$10,000 per unauthorized contact**.
- ☒ **Restrictive injunctions** preventing further solicitation or competition.

7. Legal Compliance, Jurisdiction & Enforcement

This agreement is legally binding and governed under **Western Australia's commercial laws**. The **Supreme Court of Western Australia** shall have exclusive jurisdiction over legal disputes.

- ☒ All obligations remain **enforceable** even after service termination or dispute resolution.
- ☒ If any section is found **unenforceable**, all remaining clauses remain in effect.

8. Dispute Resolution Process

To resolve disputes, parties must:

1. **Engage in formal mediation** before pursuing litigation.
2. If mediation fails, **initiate legal proceedings** in the Supreme Court of Western Australia.
3. The non-breaching party may **recover legal fees** from the violator.

9. Acknowledgment & Signature

Clients confirm their **understanding and agreement** to uphold the terms of this **Non-Compete, Non-Contact & Non-Solicitation Policy** without exception.



"Connecting Community's, Embracing Diversity, Delivering Solutions"

Authorized by:

Nathan Hyams – Founder & Director
C2U Solutions Pty Ltd

Signature: _____

Witness and Approved by:

Jolene Farrell – Company Legal Secretary
C2U Solutions Pty Ltd

Signature: _____