



reintroducing that information into Jasol New Zealand's systems, or transferring, disseminating or assisting any other party in the use of that information;

- d) The respondent agrees that for a period of three months from 21 July 2014 she will not either directly or indirectly canvass, solicit, interfere with, entice away, or have any business dealing with any of the following Orica customers or clients in the chemical business:

AFFCO Horotiu  
AFFCO Moerewa  
Portavin  
Inghams Waitoa  
Fonterra Co-Operative Group Limited (and its related companies)  
Fresha Valley Processors  
Te Kuiti Meats  
Southern Fresh foods  
Mr Chips  
Intergro Foods  
Fruit Case Company  
Silver Ferns Farms Dargaville  
Mystery Creek Wines  
Pacific Growers Supplies  
Sanfords

- e) The respondent agrees that for a period of three months from 21 July 2014, she will not either directly or indirectly deal with any person, firm, company, or organisation that is in the food and beverage and/or dairy industry that is a customer of or is in the habit of dealing with Orica;
- f) The respondent agrees that for a period of three months from 21 July 2014 she will not either directly or indirectly canvass, encourage, entice any current employee of Orica to resign from their employment with Orica to join Jasol New Zealand or any related Jasol business; and
- g) The respondent agrees that for a period of three months from 21 July 2014 she will not either directly or indirectly have any dealing with any person, firm or corporation who, during 2013, was a direct competitor of the applicant's chemicals business, excluding her current employer Jasol New Zealand.

[4] The parties advised that they are unable to agree costs in relation to the recovery of Orica's information including the investigation into the actions of the respondent. Costs remain to be determined.

R A Monaghan

Member of the Employment Relations Authority