

whatsoever any of the applicant's listed suppliers. The listed suppliers are:

Rockwood Pigments; Huntsman Tioxide; Johnson Matthey;
Wolstenholme; Umicore; Sinochem Hebei; Sinomin Metals; BASF;
Kukdo; Novares; Eternal Chemicals; Celanese; Lucite; Haltermann;
Penreco; Degussa; Arch Biocides; Lubrizol; Orica (Chlor Alkali);
Hobum; Merita Co; Chempro; Marstel; and Noveon.

- (b) directly or indirectly (whether on his own account or any other person, firm, company or organisation related to Reschem) represent or hold himself out as being an agent of DSM Neoresins or represent its products in any manner whatsoever to any of the applicant's listed customers. The listed customers are:

Tergo Industries; Arnold Products; Flint Ink NZ; Resene Paints; Dulux NZ; DIC Graphics; Special Finishers; Wattyl NZ; Este Inks; SPS Coatings; SR Technologies; and Sicpa NZ; (or any related company or companies).

- (c) attempt to encourage or persuade any employee, contractor or consultant with the applicant to terminate their contract or agreement with the applicant.

[3] The respondent will not make any derogatory or disparaging comments or statements about the applicant or any of its related companies to any of the applicant's listed suppliers or listed customers. The applicant shall not make any derogatory or disparaging comment or statements about the respondent.

[4] The respondent agrees to pay a contribution of \$30,000 towards the costs of the applicant engaging a computer forensic examiner. Payments will be made by way of instalments of \$5,000 on the first (1st) day each month for a period of six months from the date of this order. Payments will be made by direct credit to the applicant's nominated bank account.

[5] The respondent agrees that if he breaches the terms of these orders he shall be obliged to pay the company the sum of \$30,000 together with interest accruing at a daily cash rate at the time as a contribution towards the applicant's legal costs. The parties agree that \$30,000 is a genuine pre-estimate of costs.

[6] The applicant will provide the respondent a certificate of service.

[7] The applicant will withdraw its complaint made to the New Zealand Police.

[8] The parties agree that the terms and restraints set out in the form of this Consent Order form part of the final and binding terms of settlement of all legal proceedings between the applicant and respondent in any Court or Employment Relations Authority relating to the respondent's employment with the applicant.

Marija Urlich

Member, Employment Relations Authority