REPUBLIC OF SOUTH AFRICA

IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, JOHANNESBURG

Case Number: 2026-040236

(1)	REPORTABLE: ~~YES~~ / NO
(2)	OF INTEREST TO OTHER JUDGES: NO
(3)	REVISED: ~~NO~~ yes

1 April 2026
DATE

[redacted]
SIGNATURE

In the matter between:

AVANTEDGE GROUP (PTY) LTD First Applicant

LEGAL INTERACT GAUTENG DISTRIBUTION (PTY) LTD Second Applicant

AND

KAYLABETH WOLPE First Respondent

ZWAKELE MNGUNI Second Respondent

TABETH MUREYA Third Respondent

KHANYA MNANA Fourth Respondent

PWC SERVICE DELIVERY CENTRE SOUTH AFRICA HOLDINGS (PTY) LTD Fifth Respondent

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JUDGMENT

STRYDOM, J

INTRODUCTION

[1] This is an urgent application brought by Avantedge Group (Pty) Ltd ("Avantedge") and Legal Interact Gauteng Distribution (Pty) Ltd ("Legal Interact") against four of their former employees, Kayla-Beth Wolpe (First Respondent), Zwakele Mnguni (Second Respondent), Tabeth Mureya (Third Respondent), and Khanya Mnana (Fourth Respondent), and against PWC Service Delivery Centre South Africa (PTY) LTD as the Fifth Respondent.

[2] The Applicants seek to enforce restraint of trade and confidentiality obligations arising from the employment contracts of the First to Fourth Respondents, to interdict those Respondents from continuing their employment at PwC's SATIC division ("PWC"), and to prevent the use or disclosure of the Applicants' proprietary information, including source code, software programs, implementation methodologies, and customer data.

[3] The matter was withdrawn against the first respondent. The fifth respondent did not oppose the relief sought by the applicants and abided by the decision of this court.

[4] The Applicants want the former employees interdicted from being employed by or "interested in" PwC or any business that competes with the services they performed whilst employed by the Applicants. The duration of these restraints is for a period of 24 months, but is effective for periods based on individual contracts:

a. Zwakele Mnguni (second respondent): Restrained until 5 January 2028.
b. Tabeth Mureya (third respondent): Restrained until 30 January 2028.
c. Khanya Mnana (fourth respondent): Restrained until 9 February 2028.

[5] In the restraint of trade agreement, the parties agreed, amongst others, that the second to fourth respondents agreed to as follows:

"11.3.1. not to 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 any commodity or goods and for 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 employment the employee up to and including the last day the employment the employee;

11.3.2. not to solicit the custom or deal with or in any way transact with, in competition to the company. any business, company, firm, undertaking, association, or person which, during the period 2 (two) years preceding the date of termination of the employment, the employee has been a customer or supplier the company in the territory, Literary Works, Computer Program, and

11.3.3. not to directly or indirectly offer employment to or in any way cause to be employed any person who was employed by the company as at the termination of the employment, the employee with the company or at any time within a period of 2 (two) years immediately preceding such termination.

11.3.4. not to copy or take any source code, literary work, computer program, or any form of manuals related to the company's software that the employee has been working on or had access to during their employment with the company."

[6] The second to fourth respondents oppose this application. Their case is that their new employer (PWC) is not a competitor of the applicant in South Africa, and that there is no protectable interest. The work they have done whilst employed by the applicants did not expose them to knowledge of confidential information and trade secrets.

[7] The respondents further contested the urgency of the matter and argued that the matter should not have been enrolled on the urgent roll, due to the hearing bundle containing over 700 pages.

URGENCY

[8] This application was brought on an urgent basis in terms of Rule 6(12) of the uniform rules of court.

[9] It is well established that applications for the enforcement of restraint of trade agreements are, by their very nature, inherently urgent. This is so because the interest sought to be protected, confidential information and customer connections, are susceptible to immediate and irreparable harm.

[10] Once confidential information is disclosed or utilized by a former employee in the service of a competitor, the prejudice suffered by an applicant cannot readily be undone. The damage lies not only in actual misuse, but in the risk of such misuse, which the law recognizes as sufficient to justify enforcement.

[11] Moreover, restraint agreements operate for a limited duration. Any delay in their enforcement materially diminishes their efficacy. If an applicant were required to proceed in the ordinary course, the period of restraint may expire, or be substantially eroded, before the matter is adjudicated, thereby defeating the very purpose of the contractual protection.

[12] In the present matter, I am satisfied that the applicants acted with the requisite expedition once the alleged breach came to their attention. There is no indication that the urgency was self-created.

[13] In this division, there is no rule or directive that urgent matters, comprising more than 500 pages, cannot be enrolled to be heard in urgent court.

[14] In these circumstances, the matter was properly enrolled and heard as one of urgency.

FACTUAL MATRIX

[15] Avantedge (the first applicant) and its group companies, including Legal Interact (the second applicant) and Trax, conceptualise, develop, implement, sell, and support industry-specific software solutions for use in various sectors, including the legal and debt collection sector, the healthcare and radiology practice sector, and the automotive dealership sector.

[16] Legal Interact, a wholly-owned subsidiary of Avantedge, sells and implements software solutions in the legal and debt collections industry and, in particular the proprietary Contract Corridor product, which is a contract lifecycle management (CLM) product which automates and centralises every stage of the contract lifecycle from the drafting and negotiation of contracts to their approval and signature, and thereafter the tracking of milestones, renewal dates and other key obligations.

[17] The second respondent (Mnguni) was employed by Avantedge as a receptionist from around 12 April 2023. During April 2024, she was promoted to work at the back Office of Legal Interact as a Product specialist.

[18] The third respondent (Mureya) was employed as a receptionist by the applicants from 1 October 2024. In February 2025, she was promoted to the role of a software support consultant.

[19] The fourth respondent (Mnana) was employed by the applicants as a support consultant from 16 November 2020. She was later promoted to the role of implementation specialist.

[20] The second to fourth respondents all resigned on various dates between 30 October 2025 and 9 February 2026 and joined PWC's SATIC Legal Transformation division.

ISSUES FOR DEREMINATION

[21] The issues to be determined are:

a. whether the respondents have breached the restraint agreements.
b. whether the applicants have a protectable interest.
c. whether the respondents have discharged the onus of showing that the restraint is unreasonable and unenforceable.

THE LEGAL POSITION

[22] The legal principles governing restraint of trade agreements are well established.

[23] As set out in the applicant's heads of argument, and correctly not disputed by the respondents:

a. restraint of trade is enforceable unless it is unreasonable and contrary to public policy.
b. the party seeking to enforce the restraint need only prove the existence of the agreement and the breach thereof.
c. the onus rests on the respondent to prove that the restraint is I'm reasonable.
d. protectable interests include confidential information markets (trade secrets) and customer connections.

e. It is not necessary for an applicant to prove actual misuse of confidential information, only that the respondent had access to such information and could use it.

[24] These principles find authoritative expression in the decisions, such as *Magna Alloys and Research (SA) (Pty) v Ellis*[1]; *Basson v Chilwan and Others*[2] ; *Reddy v Siemens Telecommunications (Pty) Ltd*[3] and *Experian South Africa (Pty) Ltd v Haynes*[4].

EVALUATION

[25] Considering the evidence in this matter, including a confidential affidavit, with attachments, the court is satisfied that the second to fourth respondents, during the exercise of their duties, were exposed to:

a. Confidential information, including proprietary software and business processes.
b. customer relationships; and
c. operational and strategic aspects of the applicants' business

[26] The respondents breached the restraint whilst they accepted that they are bound by the restraint agreements.

[27] Their employment with PWC, which operates in the same technological and contract lifecycle management space, constitutes a breach of those restraints.

[28] The contention that PwC operates only outside South Africa is unpersuasive. The applicants cannot be expected to police their due graphical deployment of confidential information once it is disclosed or utilized. The risk is inherent and real.

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1 *Magna Alloys and Research (SA) (Pty) v Ellis* 1984 (4) SA 874 (A)
2 *Basson v Chilwan and Others* 1993 (3) SA 742 (A)
3 *Reddy v Siemens Telecommunications (Pty) Ltd* 2006 ZASCA 135; 2007 (2) SA 486 (SCA).
4 *Experian South Africa (Pty) Ltd v Haynes* and Another 2012 ZAGPJHC 105; 2013 (1) SA 135 (GSJ).

[29] The applicants have a clear, protectable interest, namely:

a. confidential information relating to their proprietary software and systems;
b. customer connections and goodwill; And
c. specialized knowledge of their business operation.

[30] The evidence shows that the respondents were exposed to and involved in these aspects of the business. The nature of their roles makes the risk of disclosure or use of such information self-evident.

[31] As far as the reasonableness of the restraint is concerned, the restraint was limited in duration to 24 months and to South Africa.

[32] These limitations are not excessive in the context of the applicant's business and the nature of the confidential information involved.

[33] The respondent bore the onus of proving unreasonableness. They failed to discharge this onus. Their principal argument, that PwC only services clients outside South Africa, does not render the restraint unreasonable. The restraint was not applicable to be employed in businesses situated in South Africa. It was irrelevant where their clients were situated.

[34] If confidential information and trade secrets were divulged to PWC, the applicants stood to be prejudiced.

CONCLUSION

[35] The applicants have established the existence of valid restraint agreements; A breach thereof; And a protectable proprietary interest. The respondents have failed to establish that the restraints are unreasonable or contrary to public policy.

[36] In the circumstances, the applicants are entitled to the relief sought in the notice of motion.

[37] The following order is made:

1. The forms and Services provided for by the Uniform Rules of this Honorable Court are dispensed with, and the matter is dealt with as an urgent application.

2. The applicants are granted leave to file a confidential affidavit, which shall not form part of the record of these proceedings.

3. The Second Respondent is interdicted and restrained until 5 January 2028 and throughout the Republic of South Africa from:

3.1. being interested in or employed by, whether directly or indirectly, and in any capacity whatsoever, in:

3.1.1. the business of the Fifth Respondent;

3.1.2. any business which

3.1.2.1. manufactures, sells, or supplies any commodity or goods; or

3.1.2.2. brokers or acts as an agent in the sale or supply of
any commodity or goods; or

3.1.2.3. performs or renders any service; in competition with or which is identical, similar or comparative to that carried on, sold, supplied, brokered or performed by the First Applicant during the period that she was employed by the First Applicant.

3.2. directly or indirectly soliciting the custom of or dealing or transacting, in any way, which would be in competition with the First Applicant, with any business, company, firm, undertaking, association, or person, which is or was a customer or supplier of the First Applicant in South Africa in the 2 (two) years prior to 5 January 2026;

3.3. directly or indirectly offering employment or causing employment to be offered to any person who was employed by the First Applicant as at 5

January 2026 or at any time in the 2 (two) years prior to 5 January 2026;

4. The Second Respondent is interdicted and restrained from using or disclosing the confidential information and trade secrets of the First and Second Applicants to any third party, including the Fifth Respondent.

5. The Second Respondent is ordered to return all documents or information (including any source code, literary work, computer program, or software manual) belonging to the First and Second Applicants, whether held electronically or otherwise, and to depose to an affidavit within 10 (ten) days of the date of this order confirming that she has done so.

6. The Third Respondent is interdicted and restrained until 30 January 2028 and throughout the Republic of South Africa from:

6.1. being interested in or employed by, whether directly or indirectly, and in any capacity whatsoever, in:

6.1.1. the business of the Fifth Respondent;

6.1.2. any business which:

6.1.2.1. manufactures, sells, or supplies any commodity or goods; or

6.1.2.2. brokers or acts as an agent in the sale or supply of any commodity or goods; or

6.1.2.3. performs or renders any service; in competition with or which is identical, similar, or comparative to that carried on, sold, supplied, brokered, or performed by the First Applicant during the period that she was employed by the first Applicant.

6.2. directly or indirectly soliciting the custom of or dealing or transacting, in any
way which would be in competition with the First Applicant, with any business, company, firm, undertaking, association or person, which is or was a customer or supplier of the First Applicant in South Africa as at 30 January 2026 or in the 2 (two) years prior to 30 January 2026;

6.3. directly or indirectly offering employment or causing employment to be offered to any person who was employed by the First Applicant as at 30 January 2026 or at any time in the 2 (two) years prior to 30 January 2026;

7. The Third Respondent is interdicted and restrained from using or disclosing the confidential information and trade secrets of the First and Second Applicants to any third party, including the Fifth Respondent.

8. The Third Respondent is ordered to return all documents or information (including any source code, literary work, computer program or software manual) belonging to the First and Second Applicants, whether held electronically or otherwise, and to depose to an affidavit within 10(ten) days of the date of this order confirming that she has done so.

9. The Fourth Respondent is interdicted and restrained until 9 February 2028 and throughout the Republic of South Africa from:

9.1. being interested in or employed by, whether directly or indirectly, and in any capacity whatsoever, in:

9.1.1. the business of the Fifth Respondent;

9.1.2. any business which:

9.1.2.1. manufactures, sells, or supplies any commodity or goods; or

9.1.2.2. brokers or acts as an agent in the sale or supply of any commodity or goods; or

9.1.2.3. performs or renders any service; in competition with or which is identical, similar, or comparative to that carried on, sold, supplied, brokered, or performed by the Second Applicant during the period that she was employed by the Second Applicant.

9.2. directly or indirectly soliciting the custom of or dealing or transacting, in any way which would be in competition with the Second Applicant, with any business, company, firm, undertaking, association, or person, which is or was a customer or supplier of the Second Applicant in South Africa as at 9 February 2026 and in the 2 (two) years prior to 9 February 2026;

9.3. directly or indirectly offering employment or causing employment to be offered to any person who was employed by the Second Applicant as at 9 February 2026 or at any time in the 2 (two) years prior to 9 February 2026;

10. The Fourth Respondent is interdicted and restrained from using or disclosing the confidential information and trade secrets of the First and Second Applicants to any third party including the Fifth Respondent.

11. The Fourth Respondent is ordered to return all documents or information (including any source code, literary work, computer program or software manual) belonging to the First and Second Applicants, whether held electronically or otherwise, and to depose to an affidavit within 10 (ten) days of the date of this order confirming that she has done so.

12. The Second, Third and Fourth Respondents are ordered to forthwith return the confidential affidavit (and all copies thereof) to the applicants' attorneys.

13. The Second, Third and Fourth Respondents are to pay the costs of this application, including the costs of counsel on Scale C, the one paying the others to be absolved

[redacted]

STRYDOM J

JUDGE OF THE HIGH COURT

JOHANNESBURG

Appearances

For the applicant: Adv. Penny Bosman

Instructed by: LDA Incorporated Attorneys

For the respondent: Adv. Yusuf Peer

Instructed by: M Mahlabane Attorneys

Date of hearing: 18 March 2026

Date of Judgment: 1 April 2026