

**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

This non-disclosure and confidentiality agreement is entered into between:

----- (Company Name) (Registration number.:  
20\_\_ / \_\_\_ / \_\_\_), a private company, duly incorporated, with registered office being  
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-----, South Africa (hereafter referred to  
as "**Company A**"); and

----- (Company Details)

----- (Address)

(hereafter referred to as "**Company B**")

(hereafter together referred to as "the parties").

**WHEREAS Company B** understands that **Company A** has disclosed or may disclose information relating to:

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-----, which to the extent previously, presently, or subsequently disclosed to **Company B** is hereinafter referred to as "Proprietary Information" of **Company A**.

**NOW THEREFORE THE FOLLOWING IS AGREED TO, AND THE PARTIES ARE BOUND THEREBY:**

Initials:

**1. NON - DISCLOSURE / CONFIDENTIALITY**

- 1.1. Save where otherwise agreed to between the parties, **Company B** will keep all its dealings with **Company A** confidential, past, present and future;
- 1.2. Save where required in the exercising of its duties in terms of any subsequent agreement, **Company B** shall not without **Company A**'s prior written consent use or make or procure any disclosure, in relation to **Company A**:
- 1.2.1. any business or trade secrets or other information concerning the products, processes, methodologies, frameworks, models, manuals, software, discs, reports, research, working notes, papers and techniques, the identity and business of customers, business accounts, finance, contractual arrangements or other dealings;
- 1.2.2. transactions or affairs of **Company A**; and
- 1.2.3. the Proprietary Information, and any information concerning the possible business co-operation.
- 1.3. This agreement does not apply to information: -
- 1.3.1. which at the time of disclosure is in the public domain; or
- 1.3.2. which after disclosure becomes generally available to third parties by publication or otherwise through no breach of this agreement; or
- 1.3.3. which was lawfully in the possession of the receiving party prior to such disclosure as evidenced by its written records and which was not acquired directly or indirectly from the disclosing party or in breach of any obligation of confidentiality to it; or
- 1.3.4. the disclosure of which is required by law.

Initials:

1.4. **Company B** further acknowledges and agrees that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by **Company A**, or by any of its respective directors, officers, employees, agents or advisers, as to, or in relation to, the accuracy or completeness of any Proprietary Information made available to **Company B** or its advisers; it is responsible for making its own evaluation of such Proprietary Information.

1.5. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party. This Agreement may not be amended for any other reason without the prior written agreement of both Parties. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

1.5.1. This Agreement shall be governed by the laws of the jurisdiction in which **Company A** is located (or if **Company A** is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

**INTENDING TO BE LEGALLY BOUND**, the parties hereto have caused this agreement to be executed.

Dated at \_\_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_\_ 2017.

Initials:

**FOR COMPANY A:**

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**Director**

Dated at ----- on this the ----- day of ----- 2017.

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(On behalf of **Company B**)

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CONFIDENTIAL

Initials: