

NON-DISCLOSURE AND AGREEMENT OF CONFIDENTIALITY

Agreement between:

(Hereinafter referred to as “the Disclosing Party”)

Entered into by:

(ID: _____)

(Hereinafter collectively referred to as “the Receiving Party”)

PREAMBLE

WHEREAS the Receiving Party has been appointed by the Disclosing Party in the capacity as _____; and

WHEREAS this appointment of the Receiving party shall obligate the Receiving Party reciprocally to the terms and conditions expressly stated and agreed to below; and

WHEREAS the terms and conditions of this agreement shall apply to any Confidential Information (further defined hereunder), written or oral, involving financial information, client information, referrer information, personal or corporate names and contracts, technical and trade information/documentation, know-how, intellectual property etc., received / learned by the Receiving Party during its course of employment with the Disclosing Party;

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

For the purposes of this agreement and unless a contrary intention appears:

- 1.1. "the Disclosing Party" means _____;
- 1.2. "the Receiving Party" means the party indicated on the cover page hereof, described as such;
- 1.3. "Confidential Information" means all business information of the Disclosing Party which the Receiving Party was / will be exposed to during her employment, and subsequent thereto, with the Disclosing Party, and any other related information which was made available by the Disclosing Party or its agents to the Receiving Party, whether before, on or after the Effective Date of this agreement, including, but not limited to any information, technical information or specifications derived from, or containing such information, technical specifications, secret knowledge, conceptual renderings, artwork, literary works, diagrams, schematic representations, stylistic devices, computer programs, photographs, prints, data, know-how, technology, designs, data bases, applications, and methods, processes, procedures, instruction manuals, guides, devices, demonstrations, market and customer information and any other information of the Disclosing Party's business, in whatever form it may be and whether or not marked confidential or sensitive, as well as the contractual and financial arrangements between the Disclosing Party's business and others with whom it has business arrangements of whatsoever nature;
- 1.4. "Intellectual Property Rights" means all of the Disclosing Party's intellectual property rights developed before or independent of this agreement including, but not limited to trademarks, service marks, trade names, copyright (including format rights), inventions, developments, brands, trade secrets, design rights, trade or business names, domain names, know-how, and database rights, whether registered or unregistered, and all rights or forms of
- 1.5. protection of a similar nature in any country, belonging to and/or controlled by the Disclosing Party or its affiliates or subsidiaries from time to time;
- 1.6. "Marks" means all or any of the trade names, trademarks, brands, logos, designs and other proprietary rights owned and/or controlled by the Disclosing Party or its affiliates or subsidiaries from time to time;
- 1.7. the "Effective Date" means the Signature Date to this agreement;
- 1.8. the headings to clauses are for the purpose of convenience and reference only and shall not aid in the interpretation of or modify the provisions of this agreement;
- 1.9. unless the context clearly indicates a contrary intention, any word or phrase defined in the body of this agreement

as opposed to being defined in this clause shall have the meaning assigned to it in such definition throughout this agreement;

- 1.10. this agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

2. AGREEMENT NOT TO DISCLOSE CONFIDENTIAL INFORMATION

The Receiving Party irrevocably agrees that she shall not disclose, testify or otherwise reveal directly or indirectly to any third Party any Confidential Information and/or other information advised by the Disclosing Party as being confidential or privileged without prior specific written consent of the Disclosing Party.

There exists a relationship between the parties which imposes a duty on the Receiving Party to preserve the confidence of information imparted to her.

The Receiving Party may not knowingly appropriate any confidential information.

In the event the Receiving Party made improper use of confidential information, whether as a springboard or otherwise, to obtain an unfair advantage it will be deemed a serious breach of the employment contract.

3. PRIVILEGED INFORMATION

- 3.1. The Receiving Party agrees that the Confidential Information shall for all intents and purposes be regarded as being that akin to the common law right of legal professional privilege.
- 3.2. As a result of such status, the Receiving Party shall not be obliged to report, disclose or testify such information to any third party, without the express consent of the Disclosing Party.

4. AGREEMENT NOT TO DEAL WITHOUT CONSENT

The Receiving Party hereby legally and irrevocably bind herself that she will not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate the Disclosing Party's interest in respect of the Confidential Information, Intellectual Property Rights and the Marks.

5. DURATION

This Receiving Party agrees that this agreement shall not terminate, but shall continue to remain in full force for as long as the Disclosing Party requires.

6. BREACH

The Parties agree that in the event of a breach of this agreement, the Disclosing Party shall have the right to claim damages, as well as legal costs on an attorney and client basis.

SIGNED at _____ on this _____ day of _____ 2026.

the Disclosing Party

SIGNED at _____ on this _____ day of _____ 2026.

the Receiving Party