

NON DISCLOSURE AGREEMENT

THIS AGREEMENT is made on the _____.
(date)

BETWEEN

Disclosing party:

_____ (hereinafter called “_____”)

_____;

AND

Receiving party:

Dot Dot Dot Ex Why Zed Design (Pty) Ltd (hereinafter called “XYZ”)
C101 Cape Quarter
72 Waterkant St
Green Point
Cape Town 8001
South Africa;

WHEREAS

This agreement is to protect the **Proprietary Information** (as defined below) of the **Parties** as stipulated. Such **Proprietary Information** shall be exchanged for the sole purpose of establishing **Business Opportunities** as defined below.

DEFINITIONS

The following words and expressions shall have the meanings assigned to them, except where the context otherwise requires

- **“Business Opportunity”** shall mean _____

- **“Disclosing Party”** shall mean the **Party** who issued **Proprietary Information** to the **Receiving Party**.
- **“Parties”** or **“Party”** shall mean the parties to this agreement.
- **“Proprietary Information”** or **“Proprietary”** shall mean, all proprietary data, drawings, films, cost documentation, technical information, sales and marketing information, computer software, presentations and information of all kinds and in whatsoever form disclosed by one of the **Parties** to the other.
- **“Receiving Party”** shall mean the **Party** who receives **Proprietary Information** from the **Disclosing Party**.

PREAMBLE

WHEREAS, the **Parties** intend to exchange **Proprietary Information** held by the **Parties** concerning: Commercial and technical data, samples, presentations and information related to the **Business Opportunity** and

WHEREAS the **Parties** wish to provide for the proper safeguarding of such **Proprietary Information**,

NOW, THEREFORE, in consideration of transfer of such information, the **Parties** agree as follows:

THE AGREEMENT

1. Any Proprietary Information exchanged by the **Parties** shall be deemed to be disclosed in confidence and will be used only for the co-operation between the **Parties** in respect of the **Business Opportunity**.
2. Any **Proprietary Information** exchanged between the **Parties** shall be disclosed in writing and marked as being **Proprietary**. The **Disclosing Party** shall confirm **Proprietary Information** disclosed verbally in writing, within 30 (thirty) days.
3. Any **Proprietary Information** disclosed hereunder shall not be disclosed by the **Receiving Party/Parties** to others, except employees of the **Receiving Party/Parties** having a need-to-know, the **Receiving Party/Parties** shall

secure the obligation of such employees to maintain the confidentiality of such information to the same degree of care with which the **Receiving Party/Parties** is obligated hereunder.

4. The **Receiving Party/Parties** shall protect **Proprietary Information** with the same degree of care that it regularly employs to safeguard its own **Proprietary Information** from unauthorised use by disclosure to third Parties, but in no event shall the **Receiving Party/Parties** derogate from the customary standard of reasonable care.
5. This Agreement shall not be construed as granting expressly or impliedly any rights under patents, designs, trademarks, know-how, copyrights or any other form of intellectual property rights belonging to the disclosing party in respect of **Proprietary Information** the ownership of which shall remain vested in the **Disclosing Party** at all times.
6. **Proprietary Information** that is classified shall be marked by the **Disclosing Party** with the appropriate security classification and shall be protected accordingly.
7. The **Parties** agree to report directly to each other if it has been observed or when it is feared that Classified Information has come to the knowledge of an unauthorised person or when security violations have been observed or are feared. Furthermore, the **Parties** agree to keep each other informed of any possibility that classified information may be divulged in any legal proceeding(s).
8. Information shall not be deemed **Proprietary**, if it is proven by the Receiving Party that it is publicly known, or rightfully received from a third party, or independently developed by the **Receiving Party/Parties** or is approved for release by written authorisation of the **Disclosing Party**.
9. The **Parties** agree to return, upon each other's written request, all information received pursuant to the Agreement, without retaining copies thereof.
10. **Proprietary Information** shall not be used in part or in whole by the **Receiving Party** for the subsequent securing of tenders which the divulging party has no participation.
11. The **Parties** acknowledge that the **Proprietary Information** made available hereunder by the **Disclosing Party** represents intellectual property, which the **Disclosing Party** intends to maintain as trade secrecy property.
13. It is expressly agreed by the **Parties** that none of the **Proprietary Information** shall be given, in any form, whether written or oral, to the Press.
14. All disputes arising from or in connection with this agreement shall be governed by and interpreted in accordance with South African Law.

TERMINATION OF AGREEMENT

On failure to agree a working agreement between the **Parties** or on termination of such an agreement, the terms of disclosure herein will remain in effect for a period of 3 years (unless agreed by all **Parties** in writing).

IN WITNESS THEREOF, this Non-Disclosure Agreement has been executed by authorised representatives of the **Parties** in two copies, one for each Party.

Disclosing party:

Signature

For _____
(duly authorised thereto)

Date

Name

Capacity

Receiving party:

Signature

For Dot Dot Dot Ex Why Zed Design (Pty) Ltd
(duly authorised thereto)

Date

Name

Capacity