



# Mutual Non-Disclosure Agreement

**THIS AGREEMENT** is made **BETWEEN:**

1. **[Party A]**, ("Disclosing Party"); and
2. **[Party B]**, ("Receiving Party"),

<b>[Party A]</b>	<b>[Party B]</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Company: <u>ECAM (PTY) LTD</u>	Company: _____
Position: _____	Position: _____
Place: _____	Place: _____
Date: _____	Date: _____

Collectively referred to as the "Parties".

## **1. NON-DISCLOSURE**

**1.1 The Recipient hereby undertakes in favour of the Discloser that it shall not during the existence of this agreement or at any time thereafter, use, disclose or divulge, directly or indirectly, the Discloser's Confidential Information to any person, whether in the Recipient's employ or not, or to any entity who is not a party to this agreement.**

**1.2 The Recipient shall take all such steps as may be reasonably necessary to prevent the Discloser's Confidential Information falling into the hands of unauthorized third parties.**

**1.3 Notwithstanding the provisions of paragraph 1.2, the Discloser's Confidential Information may be disclosed by the Recipient to its staff, professional advisers, agents and consultants should that be strictly necessary for purpose for which the Confidential Information was disclosed, provided that the Recipient shall take whatever steps are necessary to procure that such staff, professional advisers, agents and consultants agree to abide by the terms of this agreement in order to prevent the unauthorised disclosure of the ideas and concepts to third parties.**

**1.4 The Recipient undertakes not to use, exploit or in any other manner whatsoever apply the Confidential Information disclosed to it for any purpose whatsoever other than for the purpose for which it was disclosed and otherwise than in accordance with the provisions of this agreement, save with the prior written consent of the Discloser.**

**1.5 The Recipient hereby acknowledges that the unauthorised disclosure of the Confidential Information to a third party may cause irreparable loss, harm and damage to the Discloser and accordingly the Recipient indemnifies and holds the Discloser harmless against any loss or damage, of whatever nature, suffered or sustained by the Discloser pursuant to a breach by the Recipient of the provisions of this agreement.**

**1.6 Any documentation or records relating to the Discloser's Confidential Information which comes into the Recipient's possession during the existence of this agreement or at any time thereafter -**

**1.6.1 Shall be deemed to form part of the Discloser's Confidential Information;**

**1.6.2 Shall be deemed to be the Discloser's property;**

**1.6.3 Shall not be copied, reproduced, published or circulated by the Recipient;**

**1.6.4 Shall be surrendered to the Discloser on demand, and in any event on the termination of this agreement, and the Recipient shall not retain any extracts therefrom, unless the Discloser otherwise agrees in writing.**

**1.7 The above undertakings by the Recipient relating to confidentiality shall not apply to information which -**

**1.7.1 Is or hereafter becomes part of the public domain otherwise than by the default of the Recipient; or**

**1.7.2 is acquired by the Recipient independently from a third party acting in good faith who has not previously obtained the Confidential Information directly or indirectly under a confidentiality obligation from the Discloser; or**

**1.7.3 Is acquired or developed by the Recipient independently of the Discloser and in circumstances that do not amount to a breach of the provisions of this agreement; or**

**1.7.4 Is disclosed by the Recipient to satisfy an order of a court of competent jurisdiction; or**

**1.7.5 Is disclosed to a third party pursuant to the prior written authorisation of the Discloser.**

**1.8 Information which is acquired pursuant to the implementation of this agreement shall be deemed to be Confidential Information and shall be subject to the provisions contained in this clause.**

## **2. DURATION**

**This agreement shall remain in force for a period of five (5) years from the signature thereof.**

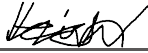
**3. GENERAL**

**3.1 This agreement constitutes the sole record of the agreement between the parties in regard to the subject matter hereof.**

**3.2 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.**

**3.3 No addition to, variation or consensual cancellation of this agreement shall be of any force or effect unless done in writing and signed by or on behalf of all the parties.**

**3.4 Any indulgence which the Discloser may show to the Recipient in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the Discloser.**

<p><b>[Party A]</b></p> <p>Signature: _____ </p>	<p><b>[Party B]</b></p> <p>Signature: _____</p>
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