



Ref: [Legal Advisor/Secretary]

CONFIDENTIALITY AGREEMENT

between

Registration Number _____
("the Recipient")

and

INDUSTRIAL DEVELOPMENT CORPORATION OF SOUTH AFRICA LIMITED

A corporation established under Section 2 of the Industrial Development Corporation
Act 1940 (Act No. 22 of 1940)
("the Discloser")

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1. DEFINITIONS

In this agreement, unless the context otherwise requires, the words hereunder shall have the following meanings assigned to them:

- 1.1 "investigation" : an investigation by the Recipient into the business of ____;
- 1.2 "parties" : the Recipient and the Discloser and "party" shall mean any one of them;
- 1.3 "this agreement" : this confidentiality agreement;
- 1.4 "discloser" : means any of the parties disclosing confidential information to the other;
- 1.5 "recipient" : means the party receiving confidential information from a discloser.

2. BACKGROUND

- 2.1 The parties possess technical and/or marketing and/or financial information considered to be of a confidential nature ("confidential information"), which may be utilised in the investigation.
- 2.2 The parties are willing to disclose to each other such confidential information for the purposes of the use in carrying out the investigation.

3. CONFIDENTIALITY

- 3.1 The parties hereby agree that the recipient shall keep all information disclosed to it during discussions relating to the investigation in the strictest confidence. The recipient undertakes that it will not, without prior written consent from the discloser, use any confidential information except for the

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purposes of the investigation, or disclose said confidential information to any person, firm, or corporation and the recipient further undertakes to make all reasonable efforts to ensure that its employees and any other party who, of necessity, shall be given access to, or receive disclosure of, any of the said confidential information and shall maintain same in strictest confidence.

3.2 Confidential information, as used herein, shall include without limitation any and all technical and marketing information, data, formulae, specifications, photographs, designs, drawings, proposals, samples, and other material relating to the investigation heretofore and hereafter furnished or disclosed by the discloser except such technical information, data, formulae, specifications, photographs, designs, drawings, proposals, samples, and other material which:

3.2.1 was, or shall have been, in the possession of the recipient prior to disclosures of same to it; or

3.2.2 is acquired by the recipient from others who have no direct or indirect confidential commitment to the discloser with respect to same; or

3.2.3 are a part of the public domain or become, without the fault or participation of the recipient, a part of the public domain by publication or otherwise;

3.2.4 the recipient is obliged to disclose in terms of statute, an order of court, subpoena or other legal process.

4. DISCLOSURE TO EMPLOYEES AND THIRD PARTIES

4.1 The parties agree that the recipient agrees to limit access to confidential information to those of its employees reasonably required to be aware thereof.

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- 4.2 Confidential information may, subject to prior written approval from the discloser be disclosed to the extent necessary to third parties in the course of implementing the investigation, provided that such third parties shall have undertaken in writing to strictly adhere to the confidentiality provisions as expressed herein.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION

- 5.1 The discloser shall retain ownership of all its technical information, formulae, specifications, photographs, designs, drawings, prints, data, and other information as furnished for purposes of the investigation. All of the aforesaid technical information, formulae, specifications, photographs, designs, drawings, prints, data and other information supplied by the discloser to the recipient, shall be returned to the discloser insofar as its confidential information is concerned, at any time upon request or upon expiration of this agreement, whichever is the earlier.
- 5.2 Nothing contained in this agreement or in any disclosures hereunder made by the discloser, shall be construed to grant to the recipient any licence or other rights in or to the material so disclosed or any patent or patents which have been or may hereafter be issued with respect to same.

6. CO-OPERATION

The parties shall co-operate with each other and the discloser shall promptly supply any of said confidential information that may be required by the recipient for carrying out the activities under this agreement.

7. TERM

The term of this agreement shall remain in effect until 2 (two) years from the

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execution date herein.

8. ARBITRATION

Any dispute arising out of this agreement, shall be submitted to and decided by arbitration under the rules of the Arbitration Foundation of South Africa. The venue of arbitration will be Johannesburg, South Africa.

9. GENERAL CONDITIONS

9.1 No alteration, variation or consensual cancellation of this agreement shall be of any effect unless it is recorded in writing and signed by all the parties to this agreement or their respective successors in title.

9.2 No relaxation which one party may allow the other at any time in regard to the carrying out of this agreement, shall:

9.2.1 prejudice any of such party's rights under this agreement in any manner whatever;

9.2.2 be regarded as a waiver of any of those rights.

10. JURISDICTION AND APPLICABLE LAW

The validity of this agreement, its interpretation, the respective rights and obligations of the parties and all other matters arising in any way out of it or its performance or expiration or earlier termination for any reason, shall be determined in accordance with the laws of the Republic of South Africa and, subject to clause 8, the parties hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the South Gauteng High Court, Johannesburg (or any successor to that division) in regard to all matters arising from this Agreement.

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11. DOMICILIUM

11.1 For the purpose of this agreement the parties choose domicilium citandi et executandi as follows:

11.1.1 the Discloser at 19 Fredman Drive, Sandown, 2196;

11.1.2 _____ at _____.

12. BENEFIT

This Agreement shall be binding on and shall inure for the benefit of the successors and assigns and personal representatives (as the case may be) of each of the Parties.

13. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

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SIGNED at

on

2012

For:

DIRECTOR

who warrants that he/she is duly authorised thereto

AS WITNESSES:

1.

2.

SIGNED at SANDOWN

on

2012

For:

**INDUSTRIAL DEVELOPMENT CORPORATION
OF SOUTH AFRICA LIMITED**

AS WITNESSES:

1.

2.

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