CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (hereinafter referred to as the **"Agreement"**) is made and effective the [DATE].

**BETWEEN: [ASSIGNOR NAME]** (hereinafter referred to as the **"Assignor"**), a company organised and existing under the laws of [COUNTRY], with its head office located at:

 [INSERT ADDRESS]

**AND: [ASSIGNEE NAME]** (hereinafter referred to as the **"Assignee"**), a company organised and existing under the laws of [COUNTRY], with its head office located at:

 [INSERT ADDRESS]

**Now this agreement witnesses as follows:**

**1. CONSIDERATION**

In consideration of the servicesoutlined and the mutual promises set forth herein, and all other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged.

**2. LENGTH OF AGREEMENT**

This Agreement begins retroactively to the beginning of Signatory’s relationship with Company and remains in effect at all times during any consulting, partnering, or other business relationship between the parties and for the periods of time specified thereafter as set forth below. This Agreement does not create any form of continued business relationship other than as set forth in a separate written agreement signed and dated by all parties.

**3. REPRESENTATION AND WARRANTIES**

Signator represents and warrants that their relationship with Company will not cause or require it to breach any obligation to, agreement, or confidence related to confidential, trade secret and proprietary information with any other person, company or entity. Further, Signator acknowledges that a condition of this relationship is that it has not brought and will not bring or use in the performance of its duties at Company any proprietary or confidential information, whether or not in writing, of a former employer without that employer’s written authorisation. Breach of this condition results in automatic termination of the relationship as of the time of breach. Except as may be noted on the back of the signature page hereof, there are no inventions of Signator heretofore made or conceived by Signator that Signator deems to be excluded from the scope of this Agreement, and Signator hereby releases Company from any and all claims by the Signator by reason of any use by Company of any invention heretofore made or conceived by Signator.

**4. CONFIDENTIALITY**

 4.1 The signatory acknowledges that during the engagement [he or she] will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licenced by the company and/or used by company in connection with the operation of its business including, without limitation to, company’s business and product processes, methods, clients lists, accounts, procedures, patents, and copyrighted materials (collectively, the “Confidential Material”).

 4.2 The **signatory** agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with company. All files, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the company, whether prepared by Company or otherwise coming into [his or her] possession, shall remain the exclusive property of the company.

 4.3 Signator acknowledges that this information has independent economic value, actual or potential, that is not generally known to the public or to others who could obtain economic value from their disclosure or use, and that this information is subject to a reasonable effort by the Company to maintain its secrecy and confidentiality. Except as essential to signatory’s obligation under this Agreement, Signator shall not make any disclosure of this Agreement, the terms of this Agreement, or any of the Confidential Material. Except as essential to signatory’s obligations pursuant to their relationship with the Company, Signator shall not make any duplication or other copy of the Confidential Material.

 4.4 Signator shall not remove Confidential Material or proprietary property or documents without written authorisation. Immediately upon request from Company, Signator shall return to Company all Confidential Material or proprietary property or documents. Signator shall notify each person to whom any disclosure is made that such disclosure is made in confidence, that the Confidential Material shall be kept in confidence by such persons, and that such persons shall be bound by the provisions of this Agreement. Signator further promises and agrees not solicit Customers or potential Customers of the Company, after the termination of this Agreement, while making use of Company’s Confidentiality Material.

**5. PROPRIETARY INFORMATION**

 5.1 For the purpose of this Agreement, “Proprietary Information” shall include, but not limited to any information, observation, data, written material, record, document, drawing, photograph, layout, computer program, software, multimedia, firmware, invention, discovery, improvement, development, tool, machine, apparatus, appliance, design, work of authorship, logo, system, promotional idea, customer list, customer need, practice, pricing information, process, test, concept, formula, method, market information, technique, trade secret, product and/or research related to the actual or anticipated research development, products, organisation, marketing, advertising, business or finances of Company, its affiliates or related entities.

 5.2 All right, title, and interest of every kind and nature whatsoever in and to the Proprietary Information made, written, discussed, developed, secured, obtained or learned by Signator during the term of the relationship with the Company or the [TIME] period immediately following termination of that relationship, shall be the sole and exclusive property of Company for any purpose or use whatsoever, and shall be disclosed promptly by Signator to Company. The covenants set forth in the preceding sentence shall apply regardless of whether any Propriety Information is made, written, discussed, developed, secured, obtained or learned (a) solely or jointly with others, (b) during the usual hours of work or otherwise, (c) at the request and upon the suggestion of Company or otherwise, (d) with Company’s materials, tools, instruments, or (e) on Company's premises or otherwise.

 5.3 Signator shall comply with any reasonable rules established from time to time by Company for the protection of the confidentiality of any Proprietary Information. Signator irrevocably appoints the President and all Vice Presidents of the Company to act as Signator’s agent and attorney-in-fact to perform all acts necessary to obtain and/or maintain patents, copyrights and similar rights to any Proprietary Information assigned by Signator to Company under this Agreement if (a) Signator refuses to perform those acts, or (b) is unavailable, within the meaning of any applicable laws. Signator acknowledges that the grant of the foregoing power of attorney is coupled with an interest and shall survive the death or disability of Signator.

 5.4 Signator shall promptly and fully disclose to Company, in confidence (a) all Proprietary Information that Signator creates, conceives or reduces to practise in writing either alone or with others during the term of this Agreement, and (b) all patent applications and copyright registrations filed by Signator within one year after termination of this Agreement, including but not limited to materials and methodologies involved.

 5.5 Any application for a patent, copyright registration or similar right filed by Signator within one year after termination of this Agreement shall be presumed to relate to Proprietary Information created by Signator during the term of this Agreement, unless Signator can prove otherwise with reasonable certainty.

 5.6 Nothing contained in this Agreement shall be construed to preclude Company from exercising all of its rights and privileges as sole and exclusive owner of all of the Proprietary Information owned by or assigned to Company under this Agreement. Company, in exercising such rights and privileges with respect to any particular item of Proprietary Information, may decide not to file any patent application or any copyright registration on such Proprietary Information, may decide to maintain such Proprietary Information as secret and confidential, or may decide to abandon such Propriety Information, or dedicate it to the public. Signator shall have no authority to exercise any rights or privileges with respect to the Proprietary Information owned by or assigned to Company under this Agreement.

**6. WORKS FOR HIRE**

 6.1 Signator acknowledges that all works of authorship performed for Company are subject to Company’s direction and control and that such works constitute a work for hire pursuant to [LAW].

 6.2 All Propriety Information developed, created, invented, devised, conceived or discovered by Signator that is subject to copyright are explicitly considered by Signator and Company to be “works made for hire” and the property of Company.

**7. ASSIGNMENT**

 7.1 Company shall own as its sole and exclusive property, and Signator agrees to assign, transfer, and convey and or its authorised nominees all of his or her right, title and interest in and to any and all said “ideas” that related generally to Company’s business, including but not limited to any inventions, processes, improvements, ideas, copyrightable works of art, trademarks, copyrights, formulas, manufacturing technology, developments, writings, discoveries, and trade secrets that Signator may make, conceive, or reduce to practice, whether solely or jointly with others, copyrightable, patentable or unpatentable, from the date of this Agreement or the date of first employment with Company if earlier, until the termination of signatory's employment.

 7.2 Signator is not required to assign any invention where no Company equipment, supplies, facilities or trade secret information was used and that was developed entirely on signatory's own time and: that does not relate to Company’s business or to Company’s actual demonstrably anticipated research or development or; that does not result from work performed for Company.

 7.3 Signator hereby assigns to Company all releases and discharges Company, any affiliate of Company and their respective officers, directors and employees, from and against any and all claims, demands, liabilities, costs, and expenses of Signator arising out of, or relating to, any Propriety Information.

**8. EXECUTION OF INSTRUMENTS**

 8.1 During employment by Company, upon request and without compensation other than as herein provided but at no expense to Signator, Signator shall execute any documents and take any action Company may deem necessary or appropriate to effectuate the provisions of this Agreement, including without limitation assisting Company in obtaining and/or maintaining patents, copyrights or similar rights to any Proprietary Information assigned to Company.

 8.2 Signator further agrees that the obligations and undertakings stated in this paragraph will continue beyond termination of employment for any reason by the Company, but if Signator is called upon for such assistance after termination of employment, Signator is entitled to fair and reasonable fee in addition to reimbursement of any expenses incurred at the request of the Company.

**9. PATENT APPLICATION**

 9.1 Company agrees to pay all expenses in connection with the preparation and prosecution of patent applications in the [COUNTRY] and all foreign countries wherein Company may desire to obtain patents.

 9.10 Company agrees to pay Signator a cash award of [SPECIFY] upon execution by Signator of application for [COUNTRY] Letters Patent for such invention or improvement and issuance of a patent on said application, together with an assignment thereof to Company.

 9.11 Excepted from this Agreement are inventions or improvements relating to Company business made by Signator before commencement of this employment by Company which are:

 9.11.1 embodied in the [COUNTRY] Letters Patent or an application for [COUNTRY] Letters Patent filed prior to commencement of this employment; or

 9.11.2 in the possession of a former Company who owns the invention; or

 9.11.3 set forth in an attachment hereto.

Non-Compete Agreement.

A signatory whose contract is terminated or resigns is restrained for a period of 3 years from the date termination or resignation takes effect, from carrying out, participating in or forming a company whose sole or part business is in direct competition with the company.

The Non-Compete agreement will start immediately following resignation and/or termination of this Agreement and last 3 years.

Conflicts of Interest

The **signatory** represents that [he or she] is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between the  **signatory** and any third party. Further, the Signator *in re*ndering [his or her] duties shall not utilise any invention, discovery, development, improvement, innovation, or trade secret in which [he or she] does not have a proprietary interest. During the term of this agreement, the **signatory** shall devote as much of [his or her] productive time, energy, and abilities to the performance of [his or her] duties hereunder as is necessary to perform the required duties in a timely and productive manner.

**10. NO OWNERSHIP**

Neither Signator nor any of their agents or principals shall become or be deemed an owner, partner, joint venture or agent of or with Company or any of its affiliates or related companies or businesses by reason of this Agreement or his/her relationship with Company unless set forth in a separate written agreement signed and dated by the parties. Neither Company nor Signator nor any agent, Signator, officer or independent contractor of or retained by Signator shall have any authority to bind the other in any respect unless set forth in a separate written agreement signed and dated by the parties.

**11. SOLICITATION OF EMPLOYEES**

The **signatory** is expressly prohibited for working any other competitive contracts without written consent from the company during the existence of this contract. For a period of six months following any termination, the **signatory** shall not, directly or indirectly hire, solicit, or encourage to leave company employee, client, any contractor, consultant, or contractor of company or hire any company client within 6 months.

 **12. RIGHT TO INJUNCTION.**

The company hereto acknowledges the rights and privileges granted under this Agreement are of a special, unique, unusual, and extraordinary character which gave a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach of any of the provisions of this Agreement will cause irreparable injury and damage.

Signator expressly agrees that company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that each party may have for damages or otherwise. The various rights and remedies of the parties under this Agreement or otherwise shall be construed to be cumulative, and no one of the them shall be exclusive of any other or of any right or remedy allowed by law.

**13. CONTINUING EFFECTS**

signatory’s obligations regarding trade secrets and confidential information shall continue in effect beyond the period of the relationship as stated above, and said obligation shall be binding upon signatory’s spouse, affiliates, assigns, heirs, executors, administrators, or other legal representatives.

**14. SUBSIDIARIES AND PARENTS**

For the purposes of this Agreement, the term “Company” shall also be deemed to include any affiliated organisation that owns fifty percent (50%) or more of the voting stock, whether or not Signator is directly employed by such other organisation.

**15. NON-FILING**

Signator specifically agrees that Company’s rights granted hereunder shall include the right not to file for copyrights or domestic or foreign patents when such is considered by Company in its sole discretion appropriate for the business objectives of Company.

**16. NOTICE TO SIGNATOR**

This Agreement does not apply to any invention for which no equipment, supplies, facility, or trade secret information of Company was used and that was developed entirely on signatory’s own time and:

 16.1 That does not relate (1) to Company’s business or (2) to the actual or anticipated research or development work of Company; or

 16.2 That does not result from any work performed by Signator or Company. The burden of proof is on the Signator with respect to the exceptions of this Paragraph.

**17. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single integrated document.

**18. SEVERABLE PROVISIONS**

 If Any provision or provisions of this agreement shall be held to be invalid, illegal, unenforceable or in conflict with any of the law(s) of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**19. LAW’S FEES**

In the event any litigation, arbitration, mediation or other proceeding (“Proceeding”) is initiated by any party against any other party to enforce, interpret or otherwise obtain judicial or *quasi*-judicial relief in connection with this Agreement, the prevailing party in such Proceeding shall be entitled to recover from the unsuccessful party all costs, expenses and actual attorney's fees relating to or arising out of (a) such proceeding, whether or not such proceeding proceeds to judgment, and (b) any post-judgment or post-award proceeding, including without limitation one to enforce any judgement  or award resulting from any such Proceeding. Any such judgement  or award shall contain a specific provision for the recovery of all such attorneys’ fees, costs, and expenses. Any such judgement  or award shall contain a specific provision for the recovery of all such subsequently incurred costs, expenses and actual attorney’s fees.

20. INTEGRATION CLAUSE AND MODIFICATIONS

This Agreement constitutes the final and complete agreement between signatory and company and supersedes all prior or contemporaneous communications, proposals, representations, or agreements, whether oral or written, relating to the subject matter of this aagreement. Except as otherwise provided herein, no changes, amendments, or modification of the terms herein shall be valid unless reduced to writing and signed by signatory and Company

**21. WAIVER**

Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

**22. DRAFTING AMBIGUITIES**

Each party to this Agreement has reviewed and had the opportunity to revise this Agreement. Each party to this Agreement has had the opportunity to have legal counsel review and revise this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

**23. GOVERNING LAW; CONSENT TO PERSONAL JURISDICTION**

THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF SOUTH AFRICA WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. EACH PARTY HEREBY EXPRESSLY CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS LOCATED IN SOUTH AFRICA FOR ANY LAWSUIT FILED THERE AGAINST ANY PARTY TO THIS AGREEMENT BY ANY OTHER PARTY TO THIS AGREEMENT CONCERNING THE CONFIDENTIALITY AGREEMENT OR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

**IN WITNESS WHEREOF**, the Parties hereto have executed and delivered this Agreement in multiple originals by their duly authorised officers and representatives on the respective dates shown below, but effective as of the Agreement Date.

**ASSIGNOR ASSIGNEE**

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title