

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Entered into between

SA Golden Homes Property Group (Pty) Ltd (the Franchisor/the Company), Registration number 2006/025547/07 of

15 Wattle Road Primrose, Germiston

AND

_____ (the Franchisee)

ID/Registration Number _____ of _____

_____ (Address)

1. The “Parties” are the Franchisor and the Franchisee.
2. “Confidential Information” means the confidential and intellectual property of the Franchisor (or the clients of the parties) including but not limited to all related secret knowledge, IT systems, marketing and business information generally, and other related materials of whatever description in which the Franchisor has an interest in being kept confidential.
3. “Commencement date” means the date of signature by the Franchisee, and the date on which the Franchisee joined the Company.
4. The Company has in its possession certain Confidential Information that the Company may disclose to the Franchisee, or that the Franchisee may be exposed to during the Franchisee’s business with the Franchisor.
5. This agreement regulates use and disclosure of Confidential Information by the Franchisee and is in addition to any other obligations accepted by the Company.
6. The Franchisee acknowledges that all right, title, interest in, and Confidential Information vests in the Company and that the Franchisee has no claim of any nature in and to the Confidential Information.
7. The Franchisee undertakes to maintain the confidentiality of any Confidential Information to which the Franchisee may gain or have gained access, whether before or after the Commencement date, and whether intentionally disclosed or inadvertently made available and exposed to the Franchisee by the Company. The Franchisee may not divulge or permit to be divulged to any person any aspect of the Confidential Information, save as may be authorised by the Company or as may have been contemplated by the Parties and is necessary for the purpose of performing the Franchisee’s business in terms of the Franchisee’s Franchise Agreement.
8. The Franchisee will abide by all the rules and procedures of the Company designed to protect its Confidential Information and shall take all such reasonable steps to prevent the Confidential Information falling into the hands of an unauthorised third party.



9. Any documents and/or material embodying Confidential Information which comes into the possession of the Franchisee or that may be generated by the Franchisee in the performance of their franchise agreement shall (unless the Company provides its written consent to the contrary)
 - i. Be deemed to form part of the Confidential Information of the Company and be subject to the provisions of this undertaking;
 - ii. Be deemed to be the property of the Company;
 - iii. Not be copied, reproduced, published or circulated by the Franchisee other than for those purposes contemplated by the Parties and only insofar as is necessary for the Franchisee to perform the services in terms of their franchise agreement.
 - iv. Be surrendered to the Company on demand, and in any event on termination of the Franchisee's franchise agreement.
10. The Franchisee shall not use or attempt to use the Confidential Information for any purposes other than for those purposes authorised in writing by the Company or as may have been contemplated by the Parties, and only insofar as is necessary for the Franchisee to perform the services in terms of the Franchisee's franchise agreement. The Franchisee will not use or attempt to use the Confidential Information
 - i. In any manner that will cause or be likely to cause injury or loss to the Company
 - ii. And/or to compete with the Company.
11. The obligations set out in this undertaking do not apply to information which is in fact lawfully in the public domain at the Commencement Date other than as a result of the conduct of the Franchisee. The Franchisee bears the onus of proving that this exception applies.
12. Subject to the exceptions in clause 11, the provisions of this undertaking will remain in force indefinitely.
13. The Franchisee acknowledges that a breach of any of the provisions contained herein would cause the Company to suffer loss which could not adequately be compensated for by damages. The Company may, in addition to any other remedy or relief, enforce the performance of this undertaking by interim interdict or specific performance upon an application to a court of competent jurisdiction, without proof of actual or specific damages and notwithstanding that in any particular case damages may readily be quantifiable, and the Franchisee will not plead sufficiency of damages as a defense in the proceeding for such interim relief.
14. No amendments, alterations, addition, variation, or consensual cancellation of this undertaking will be valid unless in writing and signed by the Parties.
15. No waiver of any of the terms or conditions of this undertaking will be binding for any purpose unless expressed in writing and signed by the Company, and any such waiver will be effective only in the specific instance and for the purpose given.



16. No failure or delay on the part of the Company in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. This agreement is governed by the laws of South Africa.

18. In the event that any of the provisions of this agreement are found to be invalid, unlawful, or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

Thus done and signed at _____ this _____ day of _____

Franchisee

Witness

Thus done and signed at _____ this _____ day of _____

Franchisor

Witness

