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# NON-DISCLOSURE AGREEMENT

## 1. Parties

1.1 The Parties to the agreement are:

1.1.1 \_\_\_\_\_  
("First Party"); *(insert the First Party's name)*

1.1.2 \_\_\_\_\_  
("Second Party"); and *(insert the Second Party's name)*

1.1.3 employees and/or agents acting on behalf of the Parties.

## 2. Preamble

2.1 The purpose of this agreement is

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*(for example, the First Party shall establish a programme to improve the performance, relationship, and motivation of the Second Party who offers services. The programme's full nature, scope and feasibility will be determined by the Parties and in accordance with a service level agreement):*

## 3. Non-disclosure

The Parties agree that:

- 3.1 they will disclose (in writing or verbally) information regarding their financial affairs, contractual rights and obligations, potential and actual relations with customers, suppliers and staff, business systems, projections, strategies and budgets, intellectual property, and other necessary information ("the confidential information");
- 3.2 they acknowledge that the confidential information is a valuable asset and the property of the disclosing Party. There shall be no unauthorised disclosure or use of it except in accordance with this agreement;
- 3.3 they will disclose confidential information only to each other, solely to pursue the programme, without disclosing it to third parties. Disclosures may be made to their employees and/or agents duly authorised or as required by law;
- 3.4 if confidential information is disclosed to the Parties employees and/or agents duly authorised, such persons shall bind themselves to this agreement;
- 3.5 if a Party is required by law to disclose the confidential information, it must immediately notify the other Party in writing of this and will make only such disclosure as is strictly necessary;

- 3.6 on written demand and/or upon the lapse of this agreement a Party must return to the other party the confidential information within 5 (five) business days from receipt of the demand or from the lapse of this agreement. If the confidential information is in an electronic format then the responsible Party must destroy or expunge such records in such a manner as is reasonably necessary to maintain its confidentiality;
- 3.7 the Parties will not rely on warranties, representations or undertakings made by either of them unless recorded in writing and signed by the Parties by hand and in ink;
- 3.8 within 12 months (1 year) from the date of signature of this agreement, and within 12 months (1 year) after its termination, a Party shall not, directly or indirectly, offer employment to, or request an interest from an employee or duly authorised agent of the other Party;
- 3.9 the Parties' rights and obligations in terms of this agreement may be enforced in terms of any remedies available in law, including by interdict or mandatory order of a court of competent jurisdiction;
- 3.10 no amendment or abandonment of rights under this agreement will be of any force or effect unless reduced to writing and signed by the Parties by hand, in ink and attached to this agreement;
- 3.11 this document records the entire agreement between the Parties;
- 3.12 all legal documents, notices or other communications must be delivered to the following addresses of the Parties, which will act as their domicilium citandi et executandi:

First Party:

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*(insert address);*

Second Party:

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*(insert address);*

- 3.13 non-legal documents, notices or other communication between the Parties may be by electronic communication to the addresses so provided by the parties in writing; where a "read receipt" must be attached to each electronic communication sent so it can be determined that the electronic communication was received and read by the other Parties.

#### 4. Signatories

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_

As witnesses for the First Party:

1. \_\_\_\_\_  
Signature Full name

2. \_\_\_\_\_  
Signature Full name

The First Party:

\_\_\_\_\_  
Signature Full name

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_

As witnesses for the Second Party:

1. \_\_\_\_\_  
Signature Full name

2. \_\_\_\_\_  
Signature Full name

The Second Party:

\_\_\_\_\_  
Signature Full name