



## Non-Disclosure Agreement

### Parties:

This Non-Disclosure and Confidentiality Agreement ("Agreement") is made between \_\_\_\_\_, hereinafter referred to as the "**Disclosing Party**," and the undersigned receiving party (the "*Receiving Party*"), collectively referred to as the "Parties".

### Purpose:

Whereas, the **Disclosing Party** intends to disclose confidential information to the *Receiving Party* for the purpose of creating a website and desires to ensure that such information is protected.

### Agreement:

Now, therefore, in consideration of the promises herein, the Parties agree as follows:

#### 1. Definition of Confidential Information:

Confidential Information includes the information disclosed by the **Disclosing Party** to the *Receiving Party* that is not publicly known such as:

- **Business concept:** Defined as the businesses mission and way of operating
- **Product(s) idea and pricing:** Defined as the businesses means of acquiring customers and earning income
- **Intellectual property:** Defined as the businesses name, logo and branding symbols

#### 2. Obligations:

The *Receiving Party* agrees to:

- Maintain confidentiality of disclosed information
- Not disclose or use information for any purpose without prior consent
- Return or destroy all materials containing Confidential Information upon termination of this Agreement

#### 3. Exclusions:

Confidential Information does not include information that:

- Is already public knowledge
- The *Receiving Party* already knew before disclosure
- The *Receiving Party* lawfully received from another source



**4. Ownership:**

Each Party retains ownership of its Confidential Information and does not grant any rights or licenses to the other Party.

**5. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of South Africa. Any disputes shall be resolved in the courts of South Africa.

**6. Termination:**

6.1 Either party may terminate this Agreement by providing written notice termination to the other party.

6.2 If either party terminates the Agreement, they should provide the other party with 1 (one) month written notice.

6.3 The Non-Disclosure Agreement will be valid from Date of signature by **Disclosing Party** until

\_\_\_\_\_

**7. Effect of Termination:**

The termination of this Agreement shall not affect the accrued rights of either party.

**6. General:**

All amendments to this Agreement must be in writing and signed by both Parties.

This Agreement constitutes the entire understanding between the Parties regarding confidentiality.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date specified below.

**Date of signature:** \_\_\_\_\_

**Identity No. of Disclosing Party:** \_\_\_\_\_

**Signature of Disclosing Party:** \_\_\_\_\_

Date of signature: \_\_\_\_\_

Identity No. of *Receiving Party*: \_\_\_\_\_

Signature of *Receiving Party*: \_\_\_\_\_