NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

Entered into by and between:

FETCH ENTERPRISES (PTY) LTD

REGISTRATION NO: 2015/428465/07

ADDRESS: Spaces Broadacres Block A, Cnr 3rd Ave and Cedar Road, Willow Wood Office Park, Broadacres, 2021

(hereinafter referred to as "FETCH")

And

_____

REGISTRATION NO: _____

ADDRESS:

(hereinafter referred to as "THE CLIENT")

1. **DEFINITIONS**

1.1. Unless the context indicates a contrary intention, the following words / phrases shall have the meanings ascribed thereto:

1.1.1. "Agreement" shall mean this Non-disclosure & Confidentiality Agreement;

1.1.2. "Associated entity" shall mean any associated company, holding company or subsidiary company, or other associated legal entity, firm or business, of either party (as applicable) and shall include any associated company or subsidiary company or other associated legal entity, firm or business of such associated entity;

1.1.3. "Confidential information" shall mean and embrace all intellectual property, proposals, pitches, reports, project outlines, idea's, strategic planning documents, data, drawings, documentation, specifications, trade secrets, know-how, accounts, marketing and business information generally, business, financial, operational and commercial information, computer readable data, hardware, security software, hosting software, licensing information, and all information in whatsoever form, tangible or intangible, and otherwise relevant and pertaining to the Purpose, and irrespective as to whether such information is marked "confidential" or "proprietary" or otherwise;

1.1.4. "Disclosing Party" means the party to this Agreement that is acting in the capacity of disclosing or having disclosed Confidential Information to the other party or of having its Confidential Information come to the knowledge of the other party;

1.1.5. "Intellectual property rights" shall mean any name, trademark, logo, copyright, trade name, or other intellectual property right whatsoever of either party whether registered or not;

1.1.6. "Parties" shall mean the Disclosing Party and the Receiving Party and "Party" shall mean anyone of the Parties, as the context may indicate;

1.1.7. "Purpose" means the purpose for which the Disclosing Party discloses Confidential Information to the Receiving Party or allows the Receiving Party to gain access to the Confidential Information or for which the Confidential Information comes to the knowledge of the Receiving party.

1.1.8. "Receiving Party" means the party to this Agreement that is acting in the capacity of receiving or having received Confidential Information from the other party or having the other party's Confidential Information come to its knowledge

2. INTRODUCTION

WHEREAS the Parties wish to engage with each other and such engagement is likely to result in the exchange of Confidential Information by the parties.

WHEREAS the Disclosing party is willing to disclose the Confidential information to the Receiving part in respect of the Purpose;

WHEREAS this agreement shall govern the terms and conditions in respect of the disclosure made by the Disclosing party to the Receiving party:

3. CONFIDENTIALITY & NON DISCLOSURE

3.1. The Receiving party shall:

3.1.1. hold the Disclosing parties' Confidential information confidential to themselves and restrict access thereto;

3.1.2. use only such information and disclose such information to its associates; consultants and employees on a need to know basis and use same only for the purpose. The Receiving party shall be responsible to the Disclosing party for any breach of this agreement by any of its Representatives;

3.1.3. Not use the Confidential information disclosed to it pursuant to this Agreement for any other purpose;

3.1.4. Not disclose the Confidential information to any third party in any form or manner whatsoever, either directly or indirectly and from duplication, reproduction or copying any of the Confidential Information and from retaining any reproduction of the Confidential Information, without the Disclosing party's prior written consent;

3.1.5. Only use the Confidential Information for the purpose of evaluating the potential transactions;

3.1.6. Not make any copies and / or reproductions in whatsoever form of the Confidential information nor store same electronically in any medium, without the Disclosing Party's prior consent in writing;

3.1.7.   not remove from any designated location documents or materials not specially provided by the Disclosing party for such removal, nor shall it make any adapted, modified or translated version of the Confidential Information without the express written consent of the Disclosing party and the Receiving party shall maintain and protect the Confidential Information with same degree of care and control as it uses to keep confidential its own proprietary information, but in any event with not less than a reasonable degree of care.

4.   <u>OBLIGATIONS</u>

4.1. It is an obligation that the Receiving party shall, subject to the provisions of this Agreement, and during its currency and subsequent to the termination for whatsoever reason, maintain as private, secret and confidential all information that has been disclosed to it and shall utilise same only for the Purpose.

4.2. The parties acknowledge that any unauthorised disclosure of the Confidential information to third parties can cause irreparable harm and entitle the owner thereof to claim damages.

4.3. The parties acknowledge that the Confidential information and all intellectual property relating to either parties shall remain the property of the Disclosing party.

4.4. The Receiving party acknowledges that they shall not acquire by implication or otherwise, any rights, title or interest or license in name to or in respect of the Confidential information disclosed to it pursuant to this Agreement, except as may be strictly necessary allowed for the purpose in terms of a formal agreement to be concluded between the parties.

4.5. Without affecting any other rights or remedies that either party may have, each party acknowledges and agrees that damages may not be an adequate remedy for the disclosing party in respect of a breach of this confidentiality agreement and that the disclosing party shall be entitled to apply for equitable relief, including interdicts, in respect of such breach to the maximum extent available under any applicable law.

4.6. Each party (the "Indemnifying Party") indemnifies, and shall keep indemnified, the other party against all claims, costs, expenses, loss or damage (including reasonable legal costs) suffered or incurred by the other party which arises from the Indemnifying Party's unauthorised disclosure or use of the Confidential Information of the other party.

4.7. No rights or licenses to trademarks, inventions, copyrights or patents are implied or granted under this agreement.

4.8. Each party agrees not to copy, reproduce or re-engineer the other party's intellectual property, software, its architecture and processes.

5. **RETURN OF DOCUMENTATION AND CONFIDENTIAL INFORMATION**

5.1. The receiving party recognizes that it has no rights to, or interest in, the Confidential Information other than for the Purpose set out in this agreement and that it shall, at the request of the disclosing party and in any event if either party decides not to pursue the transactions, immediately return all physical materials containing any of the Confidential Informationn its power, possession or control and delete all copies from any electronic store, disc or memory.

5.2. It is expressly recorded that the return of Confidential information and the modification of materials incorporating same, if so requested, shall not in any manner release either parties from their obligations under this Agreement.

5.3. Notwithstanding the termination of this Agreement for whatsoever reason, the obligations to maintain the highest degree of secrecy and confidentiality of the Confidential information shall be of full force and enduring effect.

6. **NON CIRCUMVENTION**

6.1. It is expressly agreed that, the Client shall not, without the prior written consent of Fetch:

6.1.1. use the Confidential information to directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any other Customer Data Technology Company; or

6.1.2. use the Confidential information as a means to by-pass, compete, avoid or circumvent Fetch from any business;

6.1.3. use or cause to be used any Confidential Information in the course or pursuit of any relationship or otherwise with any person or entity which is acting or may act in business competition with Fetch.

7. **DOMICILIUM CITANDI ET EXECUTANDI**

The parties hereto choose as their *domicilium citandi et executandi* for all purposes under this agreement including, but not limited to the delivery of letters or documents instituting actions or applications, as the addresses mentioned on the first page of this Agreement.

8. **GENERAL**

8.1. This Agreement contains the entire agreement between the Parties in regard to its subject matter. Neither Party will be bound by any express or implied term,

undertaking, representation, warranty, promise nor the like not included or recorded in this Agreement.

8.2. No alteration or variation of this agreement shall apply, unless expressly agreed to in writing and signed by each party.

8.3. No party may cede its rights or delegate its obligations in terms of this Agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

8.4. Should any provision hereof be deemed, for any reason whatsoever, to be invalid or inoperative, such provision shall be deemed severable and shall not affect the force and validity of other provisions of this agreement.

8.5. This Agreement shall be governed by and interpreted under the laws of the Republic of South Africa in all respects.

IN WITNESS WHEREOF, this Agreement has been executed by the parties' authorized

representatives on _____ 2020.

FETCH   **CLIENT**

_____   _____
Authorized Signature   Authorized Signature

_____   _____
Print Name and Title   Print Name and Title