



*Biltong
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Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

Made and entered into by and between

KANHYM FRANCHISING (PTY) LTD herein represented by

of _____

AND

herein represented by _____

of _____

(collectively referred to as the Parties)

The above addresses will for all purposes serve as the Parties chosen *domicilium citandi et executandi*.

Whereas

- 1.1.1 The Parties by virtue of their relationship, discussions, negotiations, agreements (actual or potential) and association with each other will disclose intellectual property existing in whatever form to each other (herein after referred to as the Information).
- 1.2 Such Information may be the property of either Party or may have been disclosed to either Party by other parties (Third Parties) to whom they have a duty.
- 1.3 Both Parties accept that it is entirely reasonable for them to protect their respective rights and those of Third Parties in the Information as disclosure and or use other than for the purpose for which it was disclosed may be detrimental to the business of either Party and/or Third Parties, resulting in irreparable financial loss and damages.
- 1.4 Either Party is therefore only prepared to disclose Information to the other subject to the terms of this agreement.

Now therefore the Parties agree as follows

- 2.1 The Parties acknowledge that as a result of their actual or potential relationship, they may have and/or otherwise become possessed of Information belonging to the other and/or Third Parties.
- 2.2 All Information disclosed or which otherwise came into the possession or knowledge of the one Party from the other Party are by their nature confidential and cannot be disclosed and/or otherwise used, other than for the purpose of which it was disclosed.
- 2.3 Despite the obligations imposed or assumed in terms of this agreement, the confidentiality, non-use and non-disclosure shall not apply to the Information or part thereof which either Party can prove by documentary evidence:
 - 2.3.1 is, at the time of disclosure within the public domain or common knowledge and could have been obtained by any person with no more than reasonable effort, other than as a result of breach of this agreement; and/or
 - 2.3.2 is at the time of such disclosure, already within the possession of the receiving Party and/or within the public domain; and/or
 - 2.3.3 is subsequently provided to the receiving Party by a person who has not directly or indirectly obtained the Information from the disclosing Party and/or through a breach of this agreement; and/or
 - 2.3.4 is disclosed with the written approval of a Third Party owner of the Information; and/or
 - 2.3.5 is generally disclosed by the disclosing Party to others on an unrestricted basis; and/or
 - 2.3.6 is reproduced or disclosed under due legal process.

3 Acknowledgements by the Parties

- 3.1 The Parties acknowledge that any Information disclosed or otherwise made available are solely for the purpose to enable them to perform their potential or actual duties for the purposes made available and would not otherwise have been disclosed, but for the terms and conditions contained in this agreement.
- 3.2 Neither Party shall under any circumstances be deemed to have acquired any rights or licenses in the Information from the other.

4 Undertakings by the Parties

Without derogating from the rights and obligations of the Parties, they undertake:

- 4.1 That they shall not, at any time after signature of this agreement, directly or indirectly divulge, disclose, copy, use or disseminate the Information or part thereof to any other person or assist any other person in doing so without the prior written consent of the disclosing Party.
- 4.2 Not to disclose and/or use the Information or part thereof adverse or detrimental to the interests or business of the disclosing Party or Third Parties.

5 Return the Information

Information reduced to writing by either Party, howsoever obtained or reduced to writing by the receiving Party, shall remain the property of the disclosing Party. It shall be returned to the disclosing Party within 7 (seven) days of a written request to do so. This clause applies to all Information regardless of the manner, format or medium in which such Information may be stored or reproduced.

SIGNED at _____ **on** _____

WITNESSES

1 _____

2 _____

**For and on behalf of Kanhym Franchising
(Pty) Ltd**
He/she warranting his/her authority

WITNESSES

1 _____

2 _____

For and on behalf of _____
He/she warranting his/her authority