



NON-DISCLOSURE AGREEMENT

This is a written contract that protects confidentiality between two parties who are entering into a Service Level Agreement. This contract is usually signed before entering into the Service Level Agreement.

PARTY 1

Name & Surname:	<input type="text"/>
ID Number:	<input type="text"/>
Address:	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
	(the address acts as the domicilium citandi et executandi)
Email:	<input type="text"/>
Cellphone Number:	<input type="text"/>

PARTY 2

Name & Surname:	<input type="text"/>
ID Number:	<input type="text"/>
Address:	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
	(the address acts as the domicilium citandi et executandi)
Email:	<input type="text"/>
Cellphone Number:	<input type="text"/>

2. PURPOSE

2.1. The purpose of this contract is:

(E.g. Party 1 has been approached to develop and implement a marketing strategy for Party 2's service offering. The nature, extent and viability will be determined by the Parties in a Service Level Agreement)

3. NON-DISCLOSURE

The Parties agree that:

3.1. they will disclose written or verbal information of a confidential nature about:

(e.g. their financial dealings, contractual rights and obligations, their current client base and potential clients, suppliers, employees, operation systems, forecasts, strategies and budgets, intellectual property, and other information that may be of importance.)

- 3.2. There will be no disclosure or use of confidential information, without permission. The confidential information is a valuable asset that belongs to the disclosing party.
- 3.3. Confidential information may not be disclosed to any third party. Information may only be disclosed to employees and/or agents; or if required by law, and such employees and/or agents must bind themselves to this agreement.
- 3.4. If it is legally required for either party to disclose confidential information, the other party must be informed of this in writing. The Party required to make the disclosure will only do so to the extent that it is compulsory.
- 3.5. When this agreement comes to an end or written demand has been sent, confidential information must be returned to the other party, within **5 (five) business days** of the expiry date or the date that the demand was received. Confidential information held in electronic format must be destroyed or deleted to protect its confidentiality.
- 3.6. No warranties, representations or undertakings will be valid or relied on, unless placed in writing and signed by both parties. No changes to this agreement will be valid or have force or effect unless placed in writing and signed by both parties.
- 3.7. No party may directly or indirectly make an offer employment to, or request an interest from an employee or agent of the other party, for a least **1 (one) year** of signing this agreement and for at least **1 (one) year** after its termination.
- 3.8. The Courts of the Republic of South Africa have jurisdiction over any dispute resulting from this agreement.

Initials

Initials

- 3.9. Should either Party breach the terms of this agreement, the other may enforce its rights by means of any available legal remedy (including but not limited to interdict, mandatory order of court or civil claim).
- 3.10. Should any term or condition of this contract be declared invalid or unenforceable, the term or condition will be deleted, and will not have an effect on the validity of the remaining provisions.
- 3.11. The Parties must deliver all legal documents, notices or other communications to the addresses provided and indicated as *domicilium citandi et executandi*:
- 3.12. The Parties may send any non-legal documents, notices or other communication via Email, but must attach a "read receipt" to each mail sent, to provide confirmation that the communication has been received and read.
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4. SIGNATURES

Signed at on of 20 .

Party 1:

Witnesses: Witness 1

Witness 2

Signed at on of 20 .

Party 2:

Witnesses: Witness 1

Witness 2

DISCLAIMER

LAW FOR ALL cares about the legal rights of South Africans and have made it our goal to make the law affordable and accessible to all. This contract template has been designed with you and protection of your rights in mind. Although we have taken every care to ensure that this document is accurate and up to date with the law, it is important to remember that our law is constantly evolving and changing. We therefore cannot guarantee that the information is without any errors or omissions. Our goal is to make the law affordable and accessible to all South Africans, and we've made this contract template available to help you. LAW FOR ALL and its employees will under no circumstances accept liability for the consequences resulting from the use this template. We believe that it's important to always discuss legal matters with an attorney before making a decision or signing a document.