

NON-DISCLOSURE AGREEMENT

Between

BEE ONLINE (PTY) LTD
("BEE Online")

Registration number: 2004/004257/07

And

("the company or individual")
Registration/Identity Number:

("the parties")



1. INTRODUCTION

This document recognizes that BEE Online has entered into a contract with the named individual or organization in the normal course of our business. The contract entered into may result in the parties acquiring certain confidential information of the other (as defined below).

2. CONFIDENTIAL INFORMATION

The information that is intended to be covered by this agreement shall include, without limitation, any designs, concepts, ideas, technical, scientific, commercial information, know-how, trade secrets and processes, communicated to either party ("the receiving party") by the other party ("the disclosing party") or acquired by the receiving party from the disclosing party, during the course of the negotiations and discussions referred to in 1 as well as during the course of any appointment of the Company as contemplated in 1. All such information collectively shall be referred to in this agreement as the "confidential information".

3. CONFIDENTIALITY UNDERTAKING

- 3.1 The parties acknowledge that the confidential information is a valuable, special and unique asset belonging to the disclosing party and accordingly, that it is of the utmost importance to the disclosing party that the confidential information not be used to advance the interest of any persons other than the disclosing party. In view thereof, the parties undertake that -
 - 3.2 they will not, without the prior written consent of the disclosing party:
 - 3.2.1 during the course of the negotiations and discussions referred to in 1 or at any time thereafter, directly or indirectly, use any of the confidential information, otherwise than for the purpose of such negotiations and discussions or for the implementation of any agreement resulting there from;
 - 3.2.2 divulge, discuss with, disclose or reveal the confidential information of the disclosing party to any person, firm, corporation, association or any other entity for any reason or purpose whatsoever (other than its employees and agents and only to the extent that such employees and agents require such information in the implementation of any agreement concluded between the parties);
 - 3.2.3 BEE Online shall only provide information about its activities to SANAS or the DTI on request. The MD will acknowledge receipt of request by email within 2 days and will be responsible for the release of the information within 7 days. Before submitting a Measured Enterprise's Confidential Information when requested by DTI, SANAS or required by Law, BEE Online shall notify the Measured Enterprise within 2 days of receiving the written request by email and will disclose the information within 7 days after Measured Enterprise has been notified BEE Online
 - 3.2.4 the parties will procure that their employees and agents to whom the confidential information is disclosed in terms of 3.2.2 are information of the confidential nature of the confidential information and prior to such disclosure, undertake to be bound by the terms of this agreement. Any breach of this confidentiality

undertaking by any of the parties' employees and agents shall be deemed to be a breach of this agreement by that party in terms of 9 below.

4. DISCLAIMER

All rights to confidential information are reserved by the disclosing party and no rights or obligations, other than those expressly recited herein, are granted or to be implied from this agreement. Nothing in this agreement or its operation shall preclude, impair or restrict either party from continuing to engage in its business. It is recorded that the disclosing party may well have had business dealings with the receiving party's customers and no right of exclusivity shall be afforded to the receiving party in this regard. For example, in larger corporate entities, it may well be that the receiving party and disclosing party are dealing with separate departments or individuals or may well have done so previously. The receiving party accepts this fact and whilst the disclosing party shall not intentionally interfere with the receiving party's marketing strategy, this may at times be inevitable.

5. RETURN OF CONFIDENTIAL INFORMATION

Either party may request in writing at any time that any confidential information or any documents containing such confidential information, disclosed pursuant to the terms of this agreement and any copies thereof be returned with a written statement to the effect that upon such return the receiving party has not knowingly retained in its possession or under its control, either directly or indirectly, any such confidential information or any documents containing such confidential information or any copies thereof and the receiving party shall comply with any such request within seven days of receipt of such request.

6. TITLE

All confidential information of the disclosing party is acknowledged by the receiving party to be the property of the disclosing party and the disclosure of the confidential information shall not be deemed to confer any rights to that confidential information on the receiving party.

7. STANDARD OF CARE

The parties agree to protect the confidential information of the other party using not less than the same standard of care that would be applied to its own proprietary, secret or confidential information and that the confidential information shall be stored and disclosed in such a way as to prevent unauthorised disclosure.

8. EXCLUDED INFORMATION

The obligations pursuant to this agreement shall not apply to any confidential information -

- 8.1 is in the possession of the receiving party prior to receipt from the disclosing party;
- 8.2 is or become publicly known, otherwise than as a consequence of a breach of this agreement;

- 8.3 is received from a third party without similar restrictions and without breach of this agreement.

9. BREACH

Should either party (the “defaulting party”) breach any provision of this agreement and fail to remedy such breach within seven days after receiving written notice from the other party (the “aggrieved party”) requiring it to do so, then the aggrieved party shall be entitled, without prejudice to the aggrieved party’s other rights in law, to claim from the defaulting party such damages to which it may be entitled, without prejudice to the aggrieved party’s other rights in law, to claim from the defaulting party such damages to which it may be entitled at common law or in equity including *inter alia* injunction and specific performance. Notwithstanding anything to the contrary contained in this agreement, neither party shall be entitled to cancel this agreement in any circumstances whatsoever.

10. ACKNOWLEDGEMENTS

The parties acknowledge that the undertakings herein are fair and reasonable and are reasonably required to protect the other party’s confidential information.

11. GENERAL

- 11.1 Any failure or delay by either party in exercising any right, power or privilege in relation to any confidential information and/or pursuant to this agreement will not constitute a waiver of that right, power or privilege, nor will any single or partial exercise thereof preclude any further exercise of that right, power or privilege.
- 11.2 This agreement constitutes the sole record of the agreement between the parties in regard to the subject matter thereof.
- 11.3 Neither party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 11.4 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

12. DOMICILIUM AND NOTICES

The parties choose as their *domicilium et executandi* “domicilium” for all purposes arising from or pursuant to this agreement the following address -

BEE ONLINE(PTY) LTD
Landmark on Empire
12th Floor, 25 Owl Street
Auckland Park
2092

Marked for the attention of the MANAGING DIRECTOR

Tel: (011) 482 4809

Fax: (086) 623-8388

PARTYS NAME & Address:

Tel:

Fax:

- 12.1 Any party shall be entitled from time to time, by written notice to the other party, to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or *poste restante*.
- 12.2 Any notice given by a party to the other -
- 12.2.1 Delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be rebuttably presumed to have been received by the recipient at the time of delivery.
- 12.2.2 Posted by prepaid registered post from an address within the Republic of South Africa to the addressee's domicilium for the time being shall be rebuttably presumed to have been received by the recipient on the fourth day after the date of posting.
- 12.2.3 Any notice given by telefacsimile during the normal business hours of the address to the addressee's domicilium for the time being shall be rebuttably presumed to have been received on the first business day succeeding the day on which the telefacsimile is transmitted.

Signed at on 20__.

For **BEE Online (Proprietary) Limited**

.....
who warrants that he/she is duly authorised hereto

Signed at on 20__.

For _____
The Company or Individual

.....
who warrants that he/she is duly authorised hereto