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**NON-DISCLOSURE AGREEMENT FOR THE COMMUNICATION OF  
CONFIDENTIAL KNOWLEDGE**

Made and entered into by and between

**Mouldmed Locum International Exchange Ltd.**

(Hereinafter referred to as "**the COMMUNICATOR**")

and

Name.....  
ID.....  
Address.....  
Tel no .....  
Email.....  
(Hereinafter referred to as "**the RECEIVER**")

**RECITAL**

Whereas the COMMUNICATOR has presented to the RECEIVER knowledge relating the Medical / Dental Practice including its financials, reports, contracts, patients, staff and equipment,

hereinafter referred to as "the SYSTEM"

And whereas the parties record that they are entering into discussions and intend exchanging secret knowledge concerning the SYSTEM, and that in the course of the discussions they have exchanged or will exchange with each other confidential property and trade secret information concerning the SYSTEM,

AND WHEREAS such exchanges shall be covered by the terms of this Agreement

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

- 1. NEGOTIATIONS TO BE KEPT CONFIDENTIAL:**

- 1.1 Treat their discussions with absolute confidentiality and not divulge the facts or contents of such discussions save to the limit and extent as may be provided for in this Agreement until such time as the parties agree otherwise, in writing:
- 1.2 Deal with each as to the subject matter unless the discussions between the parties are formally terminated.

## **2. NATURE OF INFORMATION**

All information of any nature whatsoever disclosed or made available to the one PARTY in connection with discussions with the other PARTY, whether furnished orally or in writing and whether marked with proprietary legend or not, shall constitute confidential, proprietary and made secret information (collectively referred to as "the INFORMATION") of the disclosed. In addition, all analyses, compilations, studies, reports and other documents or presentations prepared by the parties shall also be protected in terms of this Agreement (Such items shall be collectively referred to as "the REPORTS").

## **3. CONFIDENTIALITY UNDERTAKING**

Each PARTY shall at all times, unless otherwise agreed to, in writing, by the other PARTY, hold the INFORMATION furnished by the other PARTY and the REPORTS, in strict confidence and shall use such INFORMATION and the REPORTS solely in connection with the internal evaluation of the possibilities concerning the SYSTEM. Each party shall disclose such INFORMATION and the REPORTS only to its own employees and professional advisors as necessary for the purpose of the discussions only, provided that prior to each such disclosure, such employees and professional advisors have been advised in writing by the receiving PARTY about the confidential nature of the INFORMATION and the REPORTS. The receiving party shall make no other use or disclosure of any nature whatever of the INFORMATION or the REPORTS. For the purpose of this clause, "employees" shall be deemed to include all employees, Directors and Managers of the PARTIES and their subsidiaries or their holding company.

## **4. FREEDOM OF COMMUNICATOR**

The COMMUNICATOR shall be under no obligation to not communicate the confidential knowledge relating to the SYSTEM to any other person or persons and the duties and obligations of the RECEIVER shall not be affected thereby.

## **5. SOUTH AFRICAN LAW**

This Agreement shall be governed by the laws of the Republic of South Africa.

## **6. PERPETUITY**

The provisions of this Agreement shall bind both PARTIES in perpetuity.

## **7. ENTIRE AGREEMENT**

It is acknowledged by and between the parties hereto that this Agreement constitutes the entire agreement between them and that for any variation of this Agreement or for any waiver of the terms or conditions therein contained to be of any binding force and effect as between them, such variation and / or alternation and/or waiver shall be required to be reduced to writing and signed by the parties hereto.

## **8. INDIVIDUALS TO BE BOUND BY THIS AGREEMENT**

This Agreement shall be binding on ALL the employees including Directors and Managers etc. of each PARTY including all its subsidiaries and its holding company and, in particular shall be binding on:

- 8.1 .....
- 8.2 .....
- 8.3 .....
- 8.4 .....

9. This Agreement further stipulates that all parties included in this transaction agree to honour all terms and conditions of Non-Circumvention and Non-Disclosure as defined by the International Chamber of Commerce, Paris, France, 1983.

10. It is further stipulated that if any of the parties in this Agreement profit in any way whatsoever from a breach of their obligation, such profits shall be considered to be held in constructive Trust for the benefit of the party instituting action. The Party / parties who breached this agreement shall pay all costs including but not limited to attorney's feed incurred by the party instituting action in enforcing this right. This right is in addition to and not in lieu of any other rights, which the party instituting action has pursuant to law or this agreement

**THIS DONE AND SIGNED BY THE COMMUNICATOR AT.....**

**ON THE .....**

**Signature:.....**

**Full Name:.....**

**THIS DONE AND SIGNED BY THE RECEIVER AT.....**

**ON THE.....**

**Signature:.....**

**Full Name:.....**

**IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:**

1. .... **NAME:**

2. .... **NAME:**