

INTEGRA (IS – 02c)

NON-DISCLOSURE AGREEMENT (IS-02c)

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1. INTRODUCTION

- 1.1. **INTEGRA SCORES** has developed the methodology to offer a Broad-Based Black Economic Empowerment Scorecard
- 1.2. THE CLIENT has signed off a Budget Breakdown and the Services Contract for **INTEGRA SCORES** to undertake this Verification Audit
- 1.3. THE CLIENT is willing to contract with **INTEGRA SCORES** based on the terms and conditions contained in this agreement

2. THE CONFIDENTIAL INFORMATION

- 2.1. All information which is disclosed to **INTEGRA SCORES**, whether directly or indirectly, advertently or inadvertently, during the period of engagement or otherwise, is confidential to THE CLIENT, whether or not it is marked "confidential". The disclosure of this information by **INTEGRA SCORES** to anyone else and/or the use by **INTEGRA SCORES** of this information could be damaging to THE CLIENT. ("the confidential information"). The result or score of the verification audit may be disclosed to the public as per current legislation, but information gathered and analysed in completing the verification may not
- 2.2. The confidential information includes, but is not limited to

- 2.2.1. Names and contact details of all persons and parties involved in THE CLIENT's business and supply chain
- 2.2.2. Information relating to THE CLIENT's financial statements
- 2.2.3. All information relating to THE CLIENT's staff, Human Resources and Human Resources Development policies and procedures and payroll as well as the Employment Equity and Skills Development areas
- 2.2.4. All information relating to THE CLIENT's Enterprise Development or Corporate Social Development initiatives
- 2.2.5. All other information which is disclosed to **INTEGRA SCORES** or acquired by **INTEGRA SCORES** during the course of the contract which relates to THE CLIENT's business, or proposed business, and which is not readily available in the ordinary course of business to any of THE CLIENT's competitors

3. CONFIDENTIALITY

- 3.1. **INTEGRA SCORES** undertakes, on its own behalf, and on behalf of those of its employees and directors who are provided with the confidential information, and in perpetuity, to keep the confidential information in the strictest confidence
- 3.2. Not to release or disclose the confidential information to any person, without THE CLIENT's prior written consent; which may not unreasonably be withheld
- 3.3. Not to copy or reproduce the confidential information without THE CLIENT's prior written consent;
- 3.4. Not to make any press or public statement or announcement relating to THE CLIENT or without THE CLIENT's prior written consent
- 3.5. Not to use, divulge or disclose, whether directly or indirectly, the confidential information
- 3.6. **INTEGRA SCORES** acknowledges that the restraints in this clause 3 are reasonable and that such restraints are necessary for the protection of the proprietary interests of THE CLIENT
- 3.7. Each of the restraints and undertakings set out in clause 3 will be separate, divisible and severable from each other, so that, if any restraint or undertaking is, or becomes unenforceable for any reason whatsoever, then that restraint or undertaking is severable and will not affect the validity of any other restraint or undertaking
- 3.8. Save as may be required by law or any regulatory authority, **INTEGRA SCORES** may not publish or disclose to any other person the existence of this agreement or its content without THE CLIENT's prior written consent

4. BREACH

- 4.1. A party ("the defaulting party") is deemed to have committed an act of default ("the act of default") if the defaulting party:

- 4.1.1. breaches any provision of this agreement; or
- 4.1.2. is a juristic person and any member, employee or officer of the defaulting party breaches any provision of this agreement
- 4.1.3. without prejudice to its other rights under this agreement or at law, an act of default entitles the aggrieved party to claim damages arising out of such act of default

5. NOTICES AND ADDRESSES FOR SERVICE

- 5.1. Unless otherwise specified, any notice or communication in terms of this agreement
- 5.2. must be in writing to be effective
- 5.3. must be sent by hand or telefax to the addresses/telefax numbers below, which physical addresses the parties select as their respective domicilium citandi et executandi

INTEGRA SCORES
 34 Noble Road
 Durban
 4001
 Telefax: 086 500 8922

THE CLIENT NAME: _____

Trading as: _____

Registration No: _____

Street Address _____

Suburb _____

City _____

Postal Code _____

Telefax: _____

- 5.4. Either party may change its address/telefax number to any other address/telefax number within South Africa. Such change will only take effect upon receipt, or deemed receipt, of such notice by


6. MISCELLANEOUS LEGAL PROVISIONS

- 6.1. This is the whole agreement between the parties containing all of the express provisions agreed on by the parties with regard to the subject matter hereof

- 6.2. No party may rely on any representation that allegedly induced that party to enter into this agreement, unless the representation is recorded herein
- 6.3. No agreement varying, adding to, deleting from or cancelling this agreement and no waiver of any right under this agreement shall be effective unless in writing and signed by, or on behalf of, the parties
- 6.4. No relaxation by a party of any of its rights in terms of this agreement, at any time shall prejudice or be a waiver of its rights (unless it is a signed written waiver) and it shall be entitled to exercise its rights thereafter as if such relaxation had not taken place
- 6.5. This agreement shall be governed by, and construed according to the law of South Africa
- 6.6. The provisions of clause 3 will survive the termination or cancellation of this agreement for any reason and will remain binding on **INTEGRA SCORES** in perpetuity

7. ACCEPTANCE AND APPROVAL

THIS DONE AND SIGNED AT DURBAN ON THIS THE _____ DAY OF _____ 2009.



(Signature)

FOR AND ON BEHALF OF INTEGRA SCORES (PTY) LTD

who hereby warrants that (s)he is duly authorised to sign this agreement on its behalf

Full names: **Shirlee Caffyn-Parsons**

Designation **BEE Director**

WHO WARRANTS HIS / HER AUTHORITY HERETO

THIS DONE AND SIGNED AT _____ ON THIS THE ____ DAY OF _____ 200

(Signature)

FOR AND ON BEHALF OF THE CLIENT

who hereby warrants that (s)he is duly authorised to sign this agreement on its behalf

Full names _____

Designation _____

WHO WARRANTS HIS AUTHORITY HERETO