

Confidentiality agreement:

Protect created work by New Life Microgreens

Between:

ANANDA VAN HEERDEN

IDENTITY NUMBER: 770411 0013 083

(duly authorised to act as sole proprietor on behalf of NEW LIFE MICROGREENS)

and

Distributor name – as per the Wholesale Pricelist and Agreement

Registration number / Identity number - as per the Wholesale Pricelist and Agreement

Authorised person and Identity number (if applicable) - as per the Wholesale Pricelist and Agreement

This agreement is dated: as per the Wholesale Pricelist and Agreement

It is made between:

Ananda van Heerden (Identity number: 770411 0013 083) of Simonswyk in Stellenbosch (the "Discloser")

And: (Choose whichever option corresponds with your - Wholesale Pricelist and Agreement

- **Natural Person:** _____ (Identity number: _____) of _____ (the "Distributor");
- **Close Corporation:** _____ a close corporation in South Africa under registration number _____, whose registered office is at _____ (the "Distributor");
- **Company:** _____ a company incorporated in South Africa under company registration number _____, whose registered office is at _____ (the "Distributor");
- **Trust:** _____ a trust in South Africa under registration number _____, whose registered office is at _____ (the "Distributor");

These are the terms of the agreement:

1. Definitions

“Work”	means all of the business concepts, business ideas, packaging, written and verbal discussions similar to those of New Life Microgreens which will be disclosed after the signing of this agreement
“Confidential Information”	means all information about the Discloser and the Work, including the Work itself: <ul style="list-style-type: none">• given or received in any medium whatever, including orally;• of any description, whether recorded or unrecorded;• whether protected by law or not;• including, without limitation any inventions, processes, systems, methods, formulae, Know-how, intellectual property, designs, research or development activities, future plans and ideas, specifications, computer code, financial data, lists of names or classes of customers or personnel, lists of suppliers, business and other plans and financial statements, that relate in any way to the Work.
“Know-how”	means scientific or technical information, systems, testing procedures and management methods and other procedures and ways of working and organising which are not capable of protection as copyright.

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1 a reference to a person includes reference to that person’s successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a result of a merger, division, reconstruction or other re-organisation involving that person;

- 2.2 any agreement by any party not to do or omit to do something includes a strict obligation not to allow some other person to do or omit to do that same thing;
- 2.3 the headings to the paragraphs and schedules (if any) of this agreement do not affect the interpretation;
- 2.4 this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

3. Non-disclosure

In consideration of disclosure of Confidential Information by the Discloser, the Distributor now undertakes that it will:

- 3.1 except as provided in this agreement, not divulge to any person whatever, any Confidential Information.
- 3.2 not use the Confidential Information in any way for itself or any other person, except in a way that is authorised by this agreement or by the proper authority of the Discloser.
- 3.3 before disclosing any Confidential Information to any person:
 - 3.3.1 obtain the consent of the Discloser;
 - 3.3.2 obtain the signature of the person approved, to the terms of this agreement, in exchange for valuable consideration, so that the person becomes personally bound and liable in the same way as the Distributor.
 - 3.3.3 accept responsibility and liability for any breach of this agreement by that person.
- 3.4 disclose Confidential Information only to people to whom disclosure is essential and will at all times take steps to ensure compliance by its employees, agents and sub-contractors with these provisions and will make them aware of the liability if any disclosure should be made by them.
- 3.5 disclose Confidential Information only to those employees of the Distributor to whom it must be disclosed to enable them to do their job.

- 3.6 not use any trade name or designation associated with the Discloser.
- 3.7 upon request by the Discloser, promptly deliver to the Discloser or destroy all media containing Confidential Information then in its custody, control or possession and shall deliver within **THREE** days after such termination or request a written statement to the Discloser certifying to such action.
- 3.8 not disclose Confidential Information to any person who is not a signatory to this agreement without the express written consent of the Discloser.
- 3.9 The Distributor accepts responsibility for the acts and omissions of all others to whom disclosure is made by the Publisher / Distributor in the future, whether with consent of the Discloser or otherwise.

4. Security of Confidential Information

- 4.1 The Distributor agrees and undertakes that it will:
 - 4.1.1 keep all records of the Confidential Information in all media separate from other records;
 - 4.1.2 use its best endeavours to keep confidential (and to make sure that employees and agents shall keep confidential) any Confidential Information which they may acquire.
- 4.2 The Distributor agrees and undertakes with the other parties that it will not:
 - 4.2.1 store, copy, or use the Confidential Information in any place or in any electronic form which may be accessible to any other person;
 - 4.2.2 remove from its office premises or copy or allow anyone else to copy from any document, computer disk, tape or other tangible item which contains any Confidential Information, except as may be necessary in the course of Work.

5. Ownership and warranty

- 5.1 All Confidential Information remains the sole property of the Discloser and no licence or other right is granted or implied by this agreement.

5.2 If the Distributor has worked in any way on the Confidential Information, then all records of such work shall be owned solely by the Discloser and treated as Confidential Information of the Discloser.

6. No competition

The Publisher / Distributor undertakes with the Discloser that it will not, within **FIVE** years of today:

set up a business or product or service for sale based on any Confidential Information of the Discloser.

7. Publicity / Announcements

7.1 No party shall:

7.1.1 make any public announcement; or

7.1.2 disclose any information; or

7.1.3 allow expressly or by default any other person to disclose information about this agreement without having first obtained the approval in writing of the other party.

8. Packaging

8.1 No party shall:

8.1.1 shall make any changes to the packaging of any New Life Microgreens product;

8.1.2 re-pack any New Life Microgreens product; or

8.1.3 add to or remove anything from the packaging or labelling, without having first obtained the approval in writing of the other party.

9. Miscellaneous matters

- 9.1 Unless otherwise stated, the obligations set out in this agreement shall continue to be fully effective indefinitely even if the Distributor has destroyed or returned the Confidential Information.
- 9.2 No amendment or variation to this agreement is valid unless in writing, signed by each of the parties or authorised representative.
- 9.3 Without prejudice to any other rights or remedies which a party may have, the parties now acknowledge and agree that damages would not be an adequate remedy for any breach of the terms of this agreement and that in the event of breach, the Discloser shall be entitled, in addition to damages, to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach by the Distributor or any other relevant person.
- 9.4 The Distributor agrees to indemnify the Discloser against all costs and liabilities arising in connection with any breach or alleged breach by it of its obligations under this agreement.
- 9.5 If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 9.6 The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 9.7 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 9.8 Any communication to be served on either of the parties by the other shall be delivered by hand or sent by fast mail service post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

- 9.9 In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 9.10 In the event of any conflict between any term of this agreement and the provisions of the memorandum of incorporation of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 9.11 The validity, construction and performance of this agreement shall be governed by the laws of South Africa.