

## **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

Between

**CASH CRUSADERS FRANCHISING (PTY) LTD**

("the company")

And

**<Insert Name Here>**

("the prospective franchisee")

### **1. INTRODUCTION**

1. The company provided **<Insert name here>** with certain information pertaining to their operations, such information is of proprietary, secret and confidential nature.
2. This agreement shall bind the parties, notwithstanding the date of signature hereof.

### **2. THE CONFIDENTIAL INFORMATION**

- 2.1 "Confidential Information" shall, for the purpose of this agreement include, without limitations, any technical, commercial or scientific information, know-how, trade secrets, processes, machinery, designs, drawings, technical specifications, results and data (including, but not limited to, the information set out in 1.1 above) in whatever form, disclosed to or assessed by either party during the course of this relationship with the other party.

### **3. DISCLOSURE OF CONFIDENTIAL INFORMATION**

- 3.1 **<Insert Name Here>** acknowledges that the confidential information is a valuable, special and unique asset proprietary to the company.
- 3.2 **<Insert Name Here>** agrees that she will not, during the course of their relationship and the term of this agreement as described in Clause 8, disclose the information to any third party for any reason or purpose whatsoever without the prior written consent of the company, save in accordance with the provisions of this agreement. For avoidance of doubt, in the agreement "third party" means any party other than the company and **<Insert Name Here>**
- 3.3 **<Insert Name Here>** agrees:

- 3.3.1 not to utilize, exploit or in any other manner whatsoever use the confidential information disclosed pursuant to the provisions of this agreement for any purpose whatsoever without the prior written consent of the company;
- 3.3.2 that the unauthorised disclosure of the confidential information to a third party may cause irreparable loss, harm and damage to the company. Accordingly, <Insert Name Here> indemnifies and holds the company harmless against any loss, claim, harm or damage, of whatever nature, suffered or sustained by the company pursuant to a breach by <Insert Name Here> Ltd of the provisions of this agreement.

#### **4. RESTRICTIONS ON DISCLOSURE AND USE OF THE CONFIDENTIAL INFORMATION**

- 4.1 <Insert Name Here> undertakes not to use the confidential information for any purpose.

#### **5. STANDARD OF CARE**

- 5.1 <Insert Name Here> agrees that she shall protect the confidential information disclosed pursuant to the provisions of this agreement using the same standard or care that they apply to safeguard their own proprietary, secret or confidential information and that the information shall be stored and handled in such a way as to prevent any unauthorized disclosure thereof.

#### **6. TERM**

- 6.1 This agreement shall commence upon the date of signature of the last signing party hereto ("the effective date") and shall ensure for a period of 60 (sixty) months ("the term") thereafter, or for a period of five years from the date of the last disclosure of confidential information to <Insert Name Here>, whichever is the longer period, whether or not the parties continue to have any relationships for that period of time. In the event that the parties extend the term by mutual and written agreement, then the provisions hereof shall endure for a further minimum period of 12 (twelve) months mutatis mutandis.

#### **7. ADDITIONAL ACTION**

- 7.1 Each party to this agreement shall execute and deliver such other documents and do such other acts and things as may be necessary or desirable to give effect to the terms and provisions of this agreement.

#### **8. BREACH**

8.1 In the event that <Insert Name Here> should breach the provisions of this agreement and fail to remedy such breach within 7 (seven) days from date of a written notice to do so, then the company shall be entitled to invoke all remedies available to it in law and including the institution of urgent interim proceedings and/or an action for damages.

## **9. AMENDMENTS**

9.1 No amendments, interpretation or waiver of any of the provisions of this agreement shall be effective unless reduced in writing and signed off by both parties.

## **10. ENFORCEMENT**

10.1 The failure by the company to enforce or to require the performance at any time of any of the provisions of this agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this agreement or any party hereof or the right of the company to enforce the provisions of this agreement.

## **11. HEADINGS**

11.1 The headings of the clauses of this agreement are used for convenience only and shall not affect the meaning or construction of the contents of this agreement.

## **12. REPRESENTATIONS & WARRANTIES**

12.1 Each party represents that it has authority to enter into this agreement and to do all things necessary to procure the fulfilment of its obligations in terms of this agreement.

## **13. ENTIRE AGREEMENT**

13.1 This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior agreements between the parties, whether written or oral, with respect to the subject matter of this agreement.

## **14. GOVERNING LAW**

14.1 This agreement and the relationship of the parties in connection with the subject matter of this agreement and each other shall be governed and determined in accordance with the laws of the Republic of South Africa.

## **15. POSTAL ADDRESSES**

15.1 Any written notice in connection with this agreement may be addressed:

15.1.1 in the case of the company to

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**3 | CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**  
**CASH CRUSADERS FRANCHISING (PTY) LTD**

Address: No 01 Lakeside Place  
Lakeside Drive  
Capricorn Park  
Muizenberg  
7945

Email Address: [sean@cashcrusaders.co.za](mailto:sean@cashcrusaders.co.za)

And shall be marked for the attention of Andrea Lucchetta

15.1.2 in the case of <Insert Name Here>

Email Address: <insert email address>

- 15.2 A party may change that party's address, by prior written notice in writing to the other party.
- 15.3 If you notice is to be sent by mail, it shall be sent by prepaid registered mail and shall then be deemed until and unless the contrary is proved, to have been received 10 (ten) days after the date of posting.
- 15.4 If any notice is sent by telefax, it will be deemed, until and unless the contrary is proved, to have been received on the date recorded on the transmission slip.
- 15.5 If any notice is delivered by hand, it will be deemed to have been received on proof of the date of delivery.

## 16. SEVERABILITY

- 17.1 In the event of any one or more of the provisions of this agreement being held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, and this agreement shall be construed as if such invalid, illegal or unenforceable provision was not a part of this agreement, and the agreement shall be carried out as nearly as possible in accordance with its original terms and intent.

SIGNED ON <Insert date here>

.....

For the company duly authorised to so sign

SIGNED AT: <Insert date here>

.....

For <Insert Name Here> duly authorised to so sign