



MEMORANDUM OF CONFIDENTIALITY

entered into between

CERTAINSURE UNDERWRITING MANAGERS (PTY) LTD

(Registration No.2010/104533/23)

(hereinafter referred to as "Certainsure")

and

(Registration No. _____)

(hereinafter referred to as "_____")

1. Interpretation and definitions

- 1.1 **“Associated Entities”** shall mean an associated company, holding company or subsidiary company of the Disclosing Party and the Receiving Party respectively, and shall include any associated company or subsidiary company of such (defined) Associated Entity;
- 1.2 **“Confidential Information”** shall mean, but not be limited to, all information pertaining to either Party’s strategic, management, operational and financial information, secret knowledge, technical information and specifications, manufacturing techniques, designs, circuit diagrams, instruction manuals, blueprints, electronic artwork, samples, devices, demonstrations, formulae, business plans and solutions, business concepts, supply channel designs and strategies, supply chain methodologies, know-how, information concerning materials, client data, personnel data, marketing and business information generally, and other materials of whatever description in which the Parties has an interest in being kept confidential;
- 1.3 **“Commencement Date”** shall mean the date of signature of the last Party signing this agreement;
- 1.4 **“ Party/ies”** shall mean either Certainsure or _____ or both and shall be deemed to include a reference to the relevant Party’s Associated Entities, as the case may be;
- 1.5 **“Disclosing Party”** shall mean either Certainsure or _____ and shall include its Associated Entities, as the case may be;
- 1.6 **“Receiving Party”** shall mean either Certainsure or _____ and shall include its Associated Entities, as the case may be;
- 1.7 words in the singular include the plural and vice versa;
- 1.8 words importing any one gender include each of the other two genders; and
- 1.9 a reference to a natural person includes a legal persona.
- 1.10 The headings of clauses are intended for convenience only and shall not affect the interpretation of this agreement.

2. Preamble

- 2.1 Both Parties have in their possession certain Confidential Information relating to the other party.
- 2.1 The Parties have agreed to disclose, reveal and exchange to each other certain of their respective Confidential Information, subject to the terms of confidentiality set out herein.

3. Title to the Confidential Information

The Parties acknowledges that all rights, titles and interests in and to the Confidential Information disclosed by a Disclosing Party to a Receiving Party vests in the Disclosing Party and that the Receiving Party has no claim of any nature in and to the Disclosing Party's Confidential Information.

4. Period of confidentiality

The provisions of this Agreement shall remain in force indefinitely.

5. Non-disclosure

5.1 A Receiving Party undertakes to maintain the confidentiality of any Confidential Information disclosed to it by a Disclosing Party, whether before or after the Commencement Date of this agreement. The Parties will not divulge or permit to be divulged to any person, other than an employee of either of the Parties, any aspect of such Confidential Information.

5.2 The Parties shall take all such steps as may be reasonably necessary to prevent the Confidential Information from falling into the hands of any un-authorized third person.

5.3 The Parties shall not use or disclose or attempt to use or disclose the Confidential Information for any purpose other than performing its contractual obligations to each other.

5.4 Neither Party shall use or attempt to use the Confidential Information in any manner that will cause or be likely to cause injury or loss to the other Party.

5.5 All documentation furnished by a Disclosing Party to a Receiving Party pursuant to this Agreement will remain the property of the Disclosing Party and upon the Disclosing Party's request will be returned to the Disclosing Party. The Receiving Party will not make copies of any such documentation without the prior written consent of the Disclosing Party.

6. Exceptions

6.1.1 The above undertakings by the Parties relating to the confidentiality shall not apply to information which:

6.1.2 is in fact lawfully in the public domain at the Commencement Date; or

6.1.3 lawfully comes into the public domain after the Commencement Date otherwise than as a result of the conduct of a Party or one of its employees; or

6.1.4 a Party is compelled to disclose in terms of a court order; or

6.1.5 the Confidential Information had in fact already come into the possession of a Party on or prior to the Commencement Date from a source other than either of the Parties.

6.2 The onus of proving the facts necessary to refute the application of any of the exceptions listed in subparagraphs 6.1.1 to 6.1.4 rests with the Party who alleges non-applicability thereof.

7. Jurisdiction

This agreement shall be governed by South African Law and the Parties hereby irrevocably agrees to the jurisdiction of the High Court of South Africa in respect of any dispute flowing from this agreement.

8. Whole Agreement

8.1 This document constitutes the whole of this agreement to the exclusion of all else.

8.2 No amendment, alteration, addition, variation or consensual cancellation of this agreement will be valid unless in writing and signed by both Parties.

9. Waiver

9.1 No waiver of any of the terms or conditions of this agreement will be binding for any purpose unless expressed in writing and signed by both Parties and any such waiver will be effective only in the specific instance and for the purpose given.

9.2 No failure or delay on the part of a Party in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise by a Party of any right, power or privilege preclude any other or further exercise thereof or the exercise of any right, power or privilege.

SIGNED AT _____ ON _____ 2017

Witnesses:

1 _____

2 _____

Signature

SIGNED AT _____ ON _____ 2017

Witnesses:

1 _____

2 _____

Certainsure Underwriting Managers (PTY) Ltd