**EMPLOYEE NON-DISCLOSURE AGREEMENT**

This is an Employee Non-Disclosure Agreement (the "Agreement") is made and effective this [DATE],

**BETWEEN**: [EMPLOYEE NAME] (the "Employee"), an individual having its residential address at [COMPLETE ADDRESS]

**AND:** [YOUR COMPANY NAME] (the "Company"), a company organised and existing under the laws of the province of [PROVINCE], with its head office located at: [YOUR COMPANY ADDRESS]

In consideration of the employment offer by Company and disclosure of Company’s confidential and trade secret information, the undersigned Employee hereby covenants and agrees as follows:

# CONFIDENTIALITY

Employee acknowledges and understands that during the course of Employee's employment with ­­­Company, Employee will be exposed to or provided with valuable confidential and trade secret information (the “Proprietary information”) of Company.

Employee understands that the information that may be disclosed to Employee are of proprietary and confidential nature. Employee expressly agrees to treat all such Proprietary information as confidential and to take all necessary precautions against disclosure of such information to third parties during and after the term of this Agreement.

Employee acknowledges that trade secrets of the Company will consist of but will not be necessarily limited to:

## Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programmes and research projects.

## Business information: Customer lists, pricing data, sources of supply, financial data, technical information, analysis, procedure, research works, and marketing, production, or merchandising systems or plans.

## Employee understands that this Agreement does not and will not prevent him/her from working four any other Company subsequent to the termination of his/her employment with the Company as long as the Employee does not use or disclose any such confidential and proprietary information.

# APPROVED PURPOSE

Employee shall not use Company's confidential and trade secret information, except to the extent
necessary to provide any service as may be required by Company.

# ENFORCEMENT

The Employee expressly understands that should it breach or attempt to breach any of the provisions of this Agreement, the Company shall have the right to enforce this Agreement in any court having equity jurisdiction. Employee acknowledges and agrees that any such breach of this Agreement will cause irreparable injury to the Company and that money damages will not provide an adequate remedy to the Company. In addition, the Company shall have any other rights and remedies available at law or in equity.

# TERMINATION

Upon the termination of this Agreement whether with or without cause, all materials furnished to Employee by Company, and all materials prepared by Employee in connection with Employee's employment by Company, including without limitation documents, models, source code, designs, flowcharts and listings, along with all copies made thereof, shall be returned promptly to Company upon request.

# OWNERSHIP

Employee agrees that all developments made and works created by Employee during the term of this Agreement in connection with Company assignments shall be the sole and complete property of Company, that any and all copyrights and other proprietary interests therein shall belong to Company, and that the other provisions of this Agreement shall fully apply to all such developments and works.

# GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the Province of \_\_\_\_\_\_\_\_\_\_, South Africa.

# SEVERABILITY

If any part of this Agreement shall be unenforceable for any reason whatsoever, the undersigned accepts that it may be severed without affecting the validity or enforceability of the remaining sections of the Agreement.

# BINDING AGREEMENT

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

**IN WITNESS WHEREOF**, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated below.

**COMPANY EMPLOYEE**

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Signature Signature