

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT

BETWEEN

GWI Project Managers, Company Registration Number:;

AND

....., Company Registration Number:

collectively referred to as the "Parties".

1. Purpose

- 1.1 The parties intend to provide each other with certain information of the Technology Hubs in secret and confidential nature pertaining to their business proposal and/or its operations.
- 1.2 The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and/or their agents/representatives.
- 1.3 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any confidential information to the other party prior to date of signature hereof.
- 1.4 For the purpose of this agreement the party which discloses confidential information shall be referred to as “the disclosing party” and the party which receives the confidential information shall be referred to as “the receiving party”.

2. Designation

- 2.1 Information, documents, software, objects and other materials to be kept secret (hereinafter: "confidential information") shall be designated as such in writing by the disclosing party. Written designation shall be in the form of an unmistakable annotation such as *secret*, *confidential*, *for restricted internal access only*, etc. Orally given information need only be kept secret if designated as confidential information at the time of its disclosure and supplied in addition within 14 (fourteen) days to the receiving party in summarised written form marked as confidential.

3. Confidentiality Obligation

- 3.1 All confidential information made available by one party to the other shall be kept secret from third parties.

- 3.2 No confidential information received may be supplied to a third party without the prior written permission of the other party hereto.
- 3.3 Beyond this, each party also undertakes as follows:
 - 3.3.1 not to use the confidential information of the other party for any purposes other than the purpose contemplated by this agreement;
 - 3.3.2 not to modify or reconstruct, cause others to reconstruct or use for any purposes other than the purpose contemplated by this agreement, any object made available to it by the other party.

4. Exceptions

- 4.1 The obligation to observe secrecy under this Agreement shall not apply to:
 - 4.1.1 information, documents (including information and documents in machine-readable form), software, objects and other materials that is generally available to the public, or become generally available to the public other than as a breach of this Non-disclosure Agreement;
 - 4.1.2 information that is already lawfully in the possession of one of the parties hereto prior to the effective date of this Non-disclosure Agreement, without having been obtained from the other party or one of its affiliated companies;
 - 4.1.3 information that is received by one of the parties hereto from a third party after the effective date of this Non-disclosure Agreement, provided this third party has not violated any Non-disclosure Agreement;
 - 4.1.4 information the publication of which is required by statute and/or common law;
 - 4.1.5 information that the receiving party, as evidenced by written records, has independently acquired or developed;

Nevertheless, each party shall keep the use of the information by the other party secret from third parties.

5. Disclosure to Employees and Affiliated Companies

- 5.1 Each party shall make available confidential information to its employees only in so far as the employees need it to fulfil the purpose as set out in 1. above. It will ensure that these employees are equally obliged to observe secrecy, whereby the obligation shall survive the termination of their respective employment contracts.
- 5.2 Disclosure of confidential information to affiliated companies is permitted under the conditions laid out in 5.1 above.

6. No License

6.1 The intellectual property rights (where applicable) relating to any confidential information disclosed in terms of this agreement shall remain the property of the Disclosing Party and the disclosure shall not confer any license or right to such information on the Recipient.

7. Governing Law

7.1 This Agreement shall be construed in accordance with and governed by the laws of the Republic of South Africa.

8. Place of Jurisdiction

8.1 The parties hereby submit to the non-exclusive jurisdiction of the Durban and Coastal Local Division of the High Court of South Africa. Place of jurisdiction for all disputes arising from or in connection with this Agreement shall be Durban, South Africa.

9. Liabilities

9.1 Any claim for damages to be limited to actual damages. The parties shall not be liable for any consequential or indirect damages, including but not limited to loss of profits, goodwill or customs.

10. Written Form

10.1 No oral side agreements have been made. Any changes or additions to this Agreement must be made in writing to be effective. The written form requirement shall not be fulfilled by the use of emails.

11. Addresses

11.1 For the purpose of this agreement, the parties choose their domicilia citandi et executandi and postal addresses as follows:

| | | |
|--------|---------------------------------|--|
| 11.1.1 | GWI Project Managers, Physical: | 41 Richefond Circle Ridgeside Office Park Umhlanga DURBAN South Africa |
| | Postal: | P.O. Box 4027 The Square 4021 |

| | | |
|--------|-------|---------------------------|
| 11.1.2 | | Physical:, |
| | | Postal: |

11.1.3 Any party may change that party's address, by prior notice in writing to the other party.

11.1.4 If any 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.

11.1.5 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.

11.1.6 If any notice is delivered by hand, it will be deemed to have been received on proof of the date of delivery.

Signed at _____ on this the _____ day of _____ 2015

Signature: _____

Name: _____

for

Duly authorised

Signed at _____ on this the _____ day of _____ 2015

Signature: _____

Name: _____

for GWI Project Managers.

Duly authorised