

## NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on the [ ] day of [ ]

BETWEEN:

**Full name and address ("XXX – shortened name")**

AND

**SIQ Conformity Assessment Africa, (Pty) Ltd**, Unit C4, Micro Industrial Park,  
17-19 Hammer Ave, Strydom Park, 2194 Randburg, South Africa ("**SIQ Africa**")

### RECITALS

- A. The parties have agreed that the SIQ Africa will have access to information or data which is confidential and proprietary to XXX.
- B. The proprietary information or data to be disclosed is of great value and importance to XXX such that the unauthorized use, duplication or disclosure of it would result in significant harm to XXX.
- C. The parties have agreed that SIQ Africa may subcontract some of the testing and evaluation work to its parent company SIQ Ljubljana, or any of the subsidiaries of SIQ Ljubljana that are properly qualified to carry out this type of work. SIQ Africa hereby declares that SIQ Ljubljana and its qualified subsidiaries are bound by the same terms of confidentiality and assumes full responsibility to keep all information as referred to in this agreement confidential.

### OPERATIVE PROVISIONS

#### 1. DEFINITIONS

In this Agreement, unless the context otherwise requires:

- (a) "**Proprietary Information**" means data and information of an intellectual, technical, scientific, industrial or commercial nature in which XXX has proprietary or ownership interest or has legal or contractual duty to protect including, but not limited to, financial and technical data, concepts, drawings, photographs, specifications, standards, manuals, designs, reports, formulae, software, databases, software documentation and [INSERT SPECIFIC DEFINITION OF PROPRIETY INFORMATION BEING DISCLOSED] that has market or other value for XXX, except data or information which:
  - (i) is in the public domain either at the time of disclosure or becomes so subsequently through no fault of the SIQ Africa;
  - (ii) is known to the SIQ Africa at the time of disclosure by XXX; or
  - (iii) comes into the SIQ Africa's knowledge or possession from a third party without breach of this agreement.
- (b) "**Purpose**" means the use of the Proprietary Information by the SIQ Africa for testing and establishing compliance.

## 2. CONSIDERATION

SIQ Africa agrees that in consideration of the disclosure of the Proprietary Information, SIQ Africa will be bound by the terms of this Agreement, meaning they will not be disclosed without XXX's consent unless SIQ Africa is forced to do so by the legislation or regulatory authority.

## 3. OWNERSHIP

Ownership of all Proprietary Information disclosed or delivered by XXX in accordance with the terms of this Agreement and all copies thereof, whether in whole or in part, will remain with XXX.

## 4. PROTECTION

- 4.1 The SIQ Africa will receive and maintain all Proprietary Information disclosed or delivered to it by XXX in strict confidence and must not disclose it to any person, except those persons who are officers, employees or contractual partners of the SIQ Africa, and to whom it is essential to disclose the Proprietary Information for accomplishing the Purpose.
- 4.2 The SIQ Africa agrees that the Proprietary Information disclosed to it pursuant to this Agreement must:
- (a) only be used for the Purpose;
  - (b) not be used, reproduced or disclosed by the SIQ Africa for any purpose other than the Purpose, except as required by law or where the SIQ Africa has obtained the prior written permission of XXX.
- 4.3 SIQ Africa shall limit disclosure of Proprietary Information to employees in its organization on a need-to-know basis. The Proprietary Information shall only be provided to employees who are informed of the obligations of confidentiality hereunder and who are bound to protect the confidentiality of such Proprietary Information. If contractual partners external to SIQ Africa shall be needed for accomplishing the Purpose, SIQ Africa will require those partners to enter into similar terms to this agreement and will submit to XXX the list of all the contractual partners to whom Proprietary Information shall be disclosed.

## 5. INDEMNITY

SIQ Africa agrees to indemnify and hold harmless XXX against all costs, liability, losses and claims incurred by XXX as a result of a breach of this Agreement by SIQ Africa or its contractual partners.

## 6. GENERAL

- 6.1 Nothing in this Agreement either expressly or by implication may be construed as granting to or conferring on the SIQ Africa any license or other rights related to the Proprietary Information, including any proprietary drawings, plans, ideas or methods, any patent, design or other right covering any invention or discovery or any copyright, trade mark or trade secret right which is disclosed or delivered as Proprietary Information.
- 6.2. This Agreement will be binding upon the SIQ Africa's successors and assignees and will ensure to the benefit of XXX, its successors and assigns.

- 6.3 This Agreement is construed and governed by the laws of South Africa. The parties shall try to solve any disputes arising from or related to the present agreement amicably. Provided the latter is not possible, the dispute shall be finally settled by the competent South Africa.
- 6.4 If any provision of this Agreement is determined to be unenforceable or prohibited under any applicable law, that provision will be inoperative but the remaining provisions will nonetheless be valid and binding.
- 6.5 The obligations of confidence under this Agreement by SIQ Africa and persons qualified in 4.1 will survive the return of the Proprietary Information and the completion of the Purpose.
- 6.6 Any notice required or permitted to be given under this Agreement will be sent by registered mail, postage prepaid, return receipt requested, or delivered by hand to the addresses set forth at the beginning of this Agreement or to any other address as may be designated in writing by one party to the other.

## 7. AUTHORITY

The person or persons signing this Agreement on behalf of each of the respective parties represents and warrants to the other party that they have been duly authorised by that party to sign this Agreement.

Signed for and on behalf of  
**XXX**

Signed for and on behalf of  
**SIQ Africa**

By \_\_\_\_\_  
*Name and surname*

By Zoran Svetik  
*Name and surname*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Position*

Director  
*Position*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*