



# THE GREENHOUSE

INTEGRATED BRAND DEVELOPMENT AGENCY

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## CONFIDENTIALITY AGREEMENT

### PARTIES

The Greenhouse  
Unit A090. 5th Floor. West Wing  
The Palms Lifestyle Centre  
145 Sir Lowry Road  
Woodstock  
7925  
Company registration number: CK 2009/156954/23

### AND

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company registration number: \_\_\_\_\_

In connection with the proposed discussions between ourselves concerning possible transactions between \_\_\_\_\_ and The Greenhouse, we have each agreed to furnish each other with certain information that is, non-public, confidential or proprietary in nature. Sets out below are the terms upon which either party to the other discloses such information.

1. On signature of this agreement, \_\_\_\_\_, their suppliers, associates, advisers and partners agree that they will not infringe on The Greenhouse patents, or any of its intellectual properties.
2. In this agreement "Confidential Information" shall mean:
  - (a) Any information in any form relating directly or indirectly to the Discussions that is disclosed to the receiving party directly or indirectly by the disclosing party, its associated companies and their directors, employees, advisers, contractors and agents (together, "Related Persons"), including for avoidance of doubt, the existence of this letter, the existence of the Discussions and the identities of the parties;
  - (b) Any information in any form relating to the disclosing party or its Related Persons that is disclosed by (or acquired in any way directly or indirectly from) the disclosing party or its Related Persons, whether before, on or after the date of this letter; and in each case includes documents or parts of documents and all other information prepared or generated from such information.
3. The receiving party shall:
  - (a) Keep the Confidential Information strictly secret and confidential;
  - (b) Not disclose the Confidential Information to any third party without the other party's prior written consent;
  - (c) Only use the Confidential Information for the purpose of evaluating the potential transactions; and (d) only disclose the Confidential Information to those of its officers, employees, agents or professional advisers (or those of its parent, subsidiary or related companies) who need to have access to the same for the purpose set out in (c) above (together, "Representatives") and provided that such Representatives are made aware of and bound by the obligations contained herein as if they were a party to it and provided that the receiving party shall be responsible to the disclosing party for any breach of this agreement by any of its Representatives.



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4. The obligations set out in paragraph 2 above shall not apply to any Confidential Information which:
  - (a) Is in the public domain otherwise than through an unauthorized disclosure by the receiving party or its representatives or by any other person in breach of an obligation of confidentiality; or
  - (b) Was lawfully known by the receiving party prior to disclosure by the disclosing party, as evidenced by the receiving party's written records.
  - (c) Is disclosed to the receiving party by a third party not under an obligation of confidence to the disclosing party.
5. If the receiving party or any person to whom the Confidential Information is properly disclosed becomes compelled to disclose any Confidential Information the receiving party shall inform the disclosing party in writing of such obligation as soon as possible so that a protective remedy or other appropriate remedy may be sought. If the receiving party is obliged to make a disclosure it shall disclose only that portion of the Confidential Information which is legally required to be disclosed and further agrees to use its reasonable endeavors to obtain assurance that confidential treatment will be accorded to the Confidential Information. The receiving party recognizes that it has no rights to, or interest in, the Confidential Information other than for the purpose set out in this agreement and that it shall, at the request of the disclosing party and in any event if either party decides not to pursue the Discussions, immediately return all physical materials containing any of the Confidential Information in its power, possession or control and delete all copies from any electronic store, disc or memory, except for that portion of the Confidential Information which has been prepared or generated by it. That portion of the Confidential Information that has been prepared or generated by the receiving party shall be held by it and kept confidential and subject to the terms of this Agreement, or destroyed upon request (except that each party's professional advisors shall be entitled to retain Confidential Information which has been prepared or generated by them and which necessary to protect their legitimate interests). Such destruction will be confirmed by the receiving party in writing to the disclosing party.
6. Nothing in this Agreement shall oblige the disclosing party to disclose any particular Confidential Information or enter into any further agreement with the receiving party or continue any further discussions or negotiations relating to the Discussions if it decides, in its absolute discretion, that it is not in the disclosing party's commercial interests to do so.
7. Neither party makes any representation or warranty as to the accuracy or completeness of the Confidential Information disclosed by it to the other party and neither party will have any liability in respect of the use of the Confidential Information by the receiving party or by any person to whom the relevant information has been disclosed in accordance with this Agreement.
8. Unless otherwise terminated by mutual consent in writing, this Agreement shall continue in force indefinitely from the date of this agreement notwithstanding any termination of the Discussions.
9. This Agreement is personal to the parties and may not be assigned or otherwise transferred in whole or in part without the prior written consent of the other party.
10. No failure or delay by the disclosing party in exercising any right, power or privilege to which it is hereunder entitled shall operate as a waiver. Any waiver or variation of any term of this Agreement will be effective only when confirmed in writing by the disclosing party.



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11. Without affecting any other rights or remedies that either party may have, each party acknowledges and agrees that damages may not be an adequate remedy for the disclosing party in respect of a breach of this confidentiality agreement and that the disclosing party shall be entitled to apply for equitable relief, including injunctions, in respect of such breach to the maximum extent available under any applicable law.
12. Each party (the "Indemnifying Party") indemnifies, and shall keep indemnified, the other party against all claims, costs, expenses, loss or damage (including reasonable legal costs) suffered or incurred by the other party which arises from the Indemnifying Party's unauthorized disclosure or use of the Confidential Information of the other party.
13. No rights or licenses to trademarks, inventions, copyrights or patents are implied or granted under this agreement.
14. Each party agrees not to copy, reproduce or re-engineer the other party's intellectual property, software, its architecture and processes.
15. The IP Address for all sites visited within the The Greenhouse domain will be stored for auditing purposes.
16. This agreement shall be governed by and construed in accordance with the laws of South Africa whose courts shall be courts of competent jurisdiction.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2016 for and on behalf of The Greenhouse Advertising Agency,  
T/A Greenhouse Marketing Solutions CC

\_\_\_\_\_  
Darren McKay  
Founder

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2016 for and on behalf of \_\_\_\_\_

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_