CONFIDENTIALITY UNDERTAKING

between:

GREEN GAIN CONSULTING (PTY) LTD

("Proprietor")

and

(_____)

("Covenantor")

1. INTERPRETATION AND DEFINITIONS

1.1 In this Agreement, unless inconsistent with, or otherwise indicated by the context:

1.1.1 **"Proprietor"** means GREEN GAIN CONSULTING (PTY) LTD;

1.1.2 The Proprietor's address is 221 LYNNWOOD ROAD, BROOKLYN, PRETORIA;

1.1.3 **"Covenantor"** means _____*;*

1.1.4 The Covenantor's address is _____*;*

1.1.5 **"Commencement Date"** means the last date of signature of this Agreement by the Covenantor;

1.1.6 **"Agreement"** means this Confidentiality Undertaking;

1.1.7 **"Confidential Information"** means without limitation:

1.1.7.1 all secret knowledge;

1.1.7.2 technical information and specifications;

1.1.7.3 designs;

1.1.7.4 instruction manuals;

1.1.7.5 samples;

1.1.7.6 demonstrations;

1.1.7.7 formulae;

1.1.7.8 know-how;

1.1.7.9 information about materials;

1.1.7.10 marketing and business information generally; and

1.1.7.11 any other materials of whatever description in which the Proprietor has an interest in being kept confidential;

1.1.8 **"Product"** means Digilex and DigiData SHEQ Management and Legal Compliance web based software system, apps and derivative products and the content thereof.

1.1.9 **"Intellectual Property"** means all inventions, processes, data, know-how, proprietary information and its exploitation as well as all Confidential Information specifically and generally relating to the invention, use and sale of the Product, including:

1.1.9.1 technical information;

1.1.9.2 invention techniques;

1.1.9.3 designs;

1.1.9.4 specifications;

1.1.9.5 formulae;

1.1.9.6 systems;

1.1.9.7 processes;

1.1.9.8 information concerning materials and marketing; and

1.1.9.9 business information generally;

1.1.10 words in the singular include the plural and the other way round;

1.1.11 words importing any one gender include the other gender; and

1.1.12 a reference to a natural person includes a legal *persona*.

1.2 The headings of clauses are intended for convenience only and will not affect the interpretation of this Agreement.

2. Preamble

2.1 The Proprietor possesses certain Confidential Information relating to the Product.

2.2 The Proprietor has agreed to disclose certain of this Confidential Information to the Covenantor subject to the Covenantor agreeing to the terms of confidentiality set out in this Agreement.

3. Title to the Confidential Information

3.1 The Covenantor agrees that all rights, title and interest in and to the Confidential Information, including Intellectual Property, vests in the Proprietor and that it/he/she has no claim of any nature in and to the Confidential Information.

3.2 The Covenantor agrees that he or she is personall ybound by the terms of this agreeement.

4. Period of Confidentiality

The provisions of this Agreement shall remain in force indefinitely.

5. Non-Disclosure

5.1 As a consequence of any Confidential Information received, learned, acquired or derived pursuant to this Agreement, the Covenantor undertakes and agrees:

5.1.1 to keep any Confidential Information which the Proprietor discloses to it/him/her confidential, whether it/him/her gained access to the Confidential Information before or after the Commencement Date of this Agreement. The Covenantor shall not reveal or make known or allow revealing or making known of the Confidential Information otherwise than is allowed in terms of this Agreement;

5.1.2 to take all steps that may be reasonably necessary to prevent the Confidential Information from falling into the hands of an unauthorised third party;

5.1.3 not to use any of the Confidential Information in the:

5.1.3.1 development;

5.1.3.2 manufacture/creation;

5.1.3.3 marketing; or

5.1.3.4 sale of any products without the prior written consent of the Proprietor.

5.1.4 not to use or disclose or attempt to use or disclose the Confidential Information for any purpose other than performing its contractual obligations to the Proprietor;

5.1.5 not to use or attempt to use the Confidential Information in any way which will cause or be likely to cause injury or loss to the Proprietor.

5.1.6 To specifically not disclose any Confidential Information to it's employer or organisations linked to the employer or other employees of the employer or linked organisations.

5.2 By giving the Covenantor written notice, the Proprietor may specify which of the Covenantor's employees, officers or agents must sign a confidentiality undertaking in a form specified by the Proprietor and no such person may be employed in the conduct of the business of the Covenantor until the confidentiality undertaking has been signed.

5.3 All Confidential Information disclosed by the Proprietor to the Covenantor in terms of this Agreement shall remain the property of the Proprietor. The Covenantor shall not make any copies of the Confidential Information and shall return any Confidential Information to the Proprietor within 48 (FOURTY EIGHT) hours from written demand.

5.4 Any Confidential Information disclosed to the Covenantor or one of its/his/her agents or employees, or which is generated by the Covenantor, or one of its/his/her agents or employees, after the Commencement Date:

5.4.1 shall be regarded as forming part of the Confidential Information of the Proprietor;

5.4.2 shall be regarded as the property of the Proprietor;

5.4.3 may not be copied, reproduced, published or circulated by the Covenantor; and

5.4.4 must be returned to the Proprietor on demand.

6. Exceptions

6.1 The above undertakings by the Covenantor shall not apply to information which:

6.1.1 is lawfully in the public domain at the Commencement Date; or

6.1.2 lawfully comes into the public domain after the Commencement Date otherwise than as a result of the conduct of the Covenantor or one of its/his/her agents or employees; or

6.1.3 the Covenantor is compelled to disclose in terms of a court order;

6.1.4 is developed independently by the Covenantor after signing this Agreement, without referring or using the Confidential Information disclosed by the Proprietor;

6.1.5 is approved for release upon the written confirmation of the Proprietor; and

6.1.6 is required by Law to be disclosed by the Covenantor.

6.2 The onus of proving the facts necessary to sustain any one of the exceptions listed in sub-paragraphs 6.1.1 to 6.1.6 rests with the Covenantor.

7. Chosen address

7.1 Each Party chooses as its address for citation, service of legal processes, execution or any other purpose connected with this Agreement, its/his/her address set ou in this Agreement, which it/he/she may be entitled to vary on notice provided that such address is within the same jurisdiction.

7.2 Where a Party also nominates a fax number, then such number shall be regarded as an alternative address for the receipt of any notice connected with this Agreement and may be varied on notice.

8. Notices

8.1 All notices in terms of this Agreement must be in writing addressed to the chosen address of the Party and must be sent by prepaid registered post of be physically deliverd.

8.2 Posted notices shall be deemed to have been received on the 5th day following posting.

9. Jurisdiction and Governing Law

This Agreement shall be governed by South African law and the Covenantor hereby irreversibly agrees to the jurisdiction of the High Courts of South Africa for dispute flowing from this Agreement.

10. Disputes

10.1 If any dispute arises out of or in connection with this Agreement, or related thereto, whether directly or indirectly, the Parties must refer the dispute for resolution firstly by way of negotiation and in the event of that failing, by way of mediation and in the event of that failing, by way of Arbitration. The reference to negotiation and mediation is a precondition to the Parties having the dispute resolved by arbitration.

10.2 A dispute within the meaning of this clause exists once one Party notifies the other in writing of the nature of the dispute and requires the resolution of the dispute in terms of this clause.

10.3 Within 10 (ten) business days following such notification, the Parties shall seek an amicable resolution to such dispute by referring such dispute to designated representatives of each of the Parties for their negotiation and resolution of the dispute. The representatives shall be authorised to resolve the dispute.

10.4 In the event of the negotiation between the designated representatives not resulting in an agreement signed by the Parties resolving the dispute within 15 business days, the parties must refer the dispute for resolution by way of mediation in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA").

10.5 In the event of the mediation failing in terms of the rules of AFSA, the matter must, within 15 business days, be referred to arbitration as envisaged in the clauses below.

10.6 The periods for negotiation or mediation may be shortened or lengthened by written agreement between the parties.

10.7 The provisions of this clause 10 shall not preclude any Party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or *mandamus* pending finalisation of this dispute resolution process for which purpose the Parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.

11. Whole agreement and variation

11.1 This document constitutes the whole of this Agreement.

11.2 No amendment, alteration, addition, variation or consensual cancellation of this Agreement shall be valid unless in writing and signed by the Covenantor and the Proprietor.

12. Waiver

12.1 No waiver of any of the terms or conditions of this Agreement shall be binding unless expressed in writing and signed by the Proprietor and any waiver shall be effective only in the specific instance and for the purpose given.

12.2 No failure or delay on the part of the Proprietor in exercising any right, power or privilege shall be regarded as a waiver of any such right, power or privilege and no single or partial exercise by the Proprietor shall prevent the Proprietor to further exercise any other right, power or privilege.

13. Severability

If any of the provisions of this Agreement are found to be invalid, unlawful or unenforceable, these terms will be severable from the remaining terms, which shall continue to be valid and enforceable.

Dated at PRETORIA this _____ day of _____ 20_____.

WITNESSES:

1. _____

2. _____ _____

COVENANTOR

The Proprietor accepts the confidentiality undertaking of the Covenantor:

_____

PROPRIETOR

DATE: _____