



CONFIDENTIALITY AGREEMENT

Entered into by and between:

Full name of employee: Afro Miaki Group (Pty) Ltd¹ (hereinafter "**the Employee**")

and

 Afro Miaki Group (Pty) Ltd (hereinafter "**the Company**").

DEFINITIONS

"**Agreement**" refers to this confidentiality agreement.

"**the Parties**" refers to the Company and the Employee.

"**Confidential Information**" refers to confidential information of the Company (or clients of the Company) including, without limiting the generality of the foregoing, all technical and business information and specifications, manufacturing techniques, systems, processes and methods of production, designs, blueprints, samples, devices, know-how, trade secrets, existing and/or contemplated products and services, production costs, profit and margin information, finances and financial projections, customers, marketing and current or future business plans and models, any and

¹ Afro Miaki Group (Pty) Ltd as it pertains to this document will include all companies within the Afro Miaki Group of Companies



all clinical, health and/or patient information, and other relevant materials or information, of whatever description, in which the Company has an interest in being kept confidential, and regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.

“**Commencement date**” refers to the earlier of: date of signature of this Agreement by the Employee, or the date on which the Employee was employed by the Company.

PREAMBLE

The Employee has been, or is to be employed by the Company to perform various services for the Company.

The Company has in its possession certain Confidential Information that may be disclosed to the Employee, or that the Employee may be exposed to during the Employee’s employment with the Company.

This Agreement regulates the use and disclosure of Confidential Information by the Employee and is accepted by the Employee in favour of the Company.

NON-DISCLOSURE

The Employee acknowledges that all right, title and interest in and to the Confidential Information vests in the Company and that the Employee has no claim of any nature in or to the Confidential Information.

The Employee undertakes to maintain the confidentiality of any Confidential Information to which the



Employee may gain or have gained access whether before or after the Commencement Date, and however disclosed or made available or exposed to the Employee by the Company. The Employee may not divulge or permit to be divulged to any person any aspect of the Confidential Information, save as may be authorized in writing by the Company, or as may have been contemplated by the Parties and is strictly necessary for the purpose of performing the Employee's services in terms of the Employee's contract of employment.

The Employee will abide by all of the rules and procedures of the Company designed to protect its Confidential Information, and shall take all reasonable measures to prevent the Confidential Information falling into the hands of an unauthorized third party.

REGULATORY COMPLIANCE UNDERTAKING

The Employee undertakes to comply with any and all applicable local and international legislation, regulations, directives and/or standards ("**applicable legal requirements**"). The Employee further acknowledges that in the event of him or her knowingly and/or intentionally and/or negligently disregarding or acting in breach of the aforesaid applicable legal requirements, he or she may, at the Company's discretion, and without prejudice to the Company's rights in terms of the law or common law, be subjected to disciplinary action.

USE OF CONFIDENTIAL INFORMATION

The Employee shall not use any Confidential Information for any purpose other than those purposes authorized in writing by the Company or as may have been contemplated by the Parties, and only insofar as it is strictly necessary for the Employee to perform the services in terms of the Employee's contract of employment.



The Employee will not use any Confidential Information in any manner that will cause or be likely to cause injury or loss to the Company, and/or to compete with the Company.

EXCEPTIONS

The obligations set out in this Agreement do not apply to information already lawfully in the public domain at the Commencement Date, or which the Employee is legally obliged to disclose.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties concerning the disclosure of Confidential Information, and any addition or modification to this Agreement must be reduced to writing and signed by both Parties.



SEVERABILITY

If any of the provisions of this Agreement are found to be unenforceable, such impugned provisions will be severable from the remaining terms, which will continue to be valid and enforceable.

SIGNATURE

By signature hereof, the Employee confirms that he/she has read and understands the terms and conditions of this Agreement, and that he/she agrees to the obligations imposed on him/her insofar as the Company's Confidential Information is concerned.

Employee's full name: _____  _____ Signature: _____

Date: _____