

Non-disclosure Agreement

CONFIDENTIALITY AND NON-DISCLOSURE UNDERTAKING

Entered into by and between:

1. PARTIES:

1.1 **THE MEMBER**

and

1.2 **GRAIN SA ASSOCIATION**

2. BACKGROUND:

1. Grain SA is a non-profit association of grain producers ("the Members"), whose objective amongst others is to be the mouthpiece for the South African grain production industry.
2. Grain SA as one of its objectives develops and promotes unity and a spirit of collaboration between the Members and the relevant contributors in the commercial grain industry in South Africa ("the Grain Industry");
3. Grain SA therefore requires to assemble, disseminates and publishes information and other statistical data through its information technology platform obtained from relevant role players in the Grain Industry and publishes this information through appropriate news media and other publications from time to time in order to educate and inform its members and the Grain Industry, its retailers and the public on any of the developments within the Grain Industry.
4. Grain SA also conducts and support relevant research projects of all aspects relevant to the grain industry and presents such research to national governmental institutions and any other relevant role-players.
5. In furtherance of the aforementioned objectives Grain SA publishes and distributes to members all reports of proceedings and activities of Grain SA and circulates literature for the benefit of the Members, members of the public, other organisations and all other interested parties.

6. The Member is a commercial grain producer other who supports the objectives of Grain SA and the Member has expressed a desire to assist Grain SA with the supplying of relevant information in order to assist Grain SA to reach its objectives.
7. The information that the Member will share with Grain SA from time to time is confidential of nature and proprietary to the Member.
8. In order to protect its proprietary and confidential information, the Member requires Grain SA to sign the undertaking contained herein.

3. Grain SA's UNDERTAKING

1. For purposes of this Agreement, the information sought to be protected includes the confidential and/or proprietary information, including (without limitation) any contracts, minutes or any reports, schedules, financial and business related information, trade-secrets, production numbers, and any information related to or exchanged between the Member , service providers, clients, suppliers or other stakeholder and Grain SA; any professional advice received or solicited by the Member , and shall furthermore include, information belonging to any subsidiary or affiliated entity of the Member , whether direct, indirect or consequential, in electronic format or otherwise.
2. Grain SA hereby irrevocably undertake:
 1. not to misappropriate and/or inappropriately use and/or abuse and/or disseminate and/or use and/or distribute and/or publish, and/or otherwise deal with the Member's confidential and other proprietary information and property, whether in its possession, under its control, or otherwise, in any way whatsoever (other than with the due written authority of the Member);
 2. that Grain SA shall not at any time, and for any reason whatsoever, disclose to any unauthorized person any confidential and /or other propriety information belonging to the Member, irrespective of the contents thereof, or which may contain any trade secrets and confidential information, including but without limiting the generality of the foregoing, valuable know-how, financial information, confidential information relating to production, business management, customers and suppliers;

3. Grain SA shall use its best endeavours to prevent disclosures of the Member's confidential and/or proprietary information, save as may be necessary to provide the information to other stakeholders and/or members of Grain SA or otherwise with the due authority of the Member, pursuant to Grain SA carrying out its objectives;
4. Grain SA will not, at any time make use of or avail itself of or derive any profit from the confidential or proprietary information of the Member, including any know-how, any trade secrets or confidential information belonging to the Member or relating to the business and affairs of the Member, which she may have acquired during the course and within the scope of her employment by Grain SA or otherwise, whether for her own benefit or the benefit of any other person.
3. Should Grain SA breach or fail to comply with any term or condition of this Agreement and fail to remedy such breach or failure within 14 (fourteen) days after receipt of a written notice from the Member demanding compliance with Grain SA's obligations herein, the Member shall have the right, without prejudice to any other rights which it may have in terms of this Agreement or in law, to claim specific performance of this Agreement due to the breach by Grain SA of the provisions of this Agreement or cancel this Agreement summarily and demand the return of its confidential information as provided to Grain SA in terms of this Agreement.

4. **GENERAL**

1.

1. The Parties acknowledge that they have entered into this Agreement voluntarily.
2. This Agreement constitutes the entire agreement between the parties and any provisions not contained in this Agreement shall not be of any force or effect between the parties.
3. No variation, modification or waiver of any provision of this Agreement or consent to any departure from this Agreement shall be of any force or effect unless reduced to writing and signed by the parties, and any such variation, modification, waiver or consent shall be effective only in that specific instance and for the purpose and to the extent for which it was made or given.

4. No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred on such party in terms of this agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such power or right preclude any other or further exercise of that power or right in terms of this Agreement;
5. The parties agree that either one may apply to make this undertaking an order of Court.