

CONFIDENTIALITY AGREEMENT

Between

SEVENTY ONE STAR (PTY) LTD T/A

BIRD & CO

Registration Number 2024/412502/07
hereinafter referred to as "Bird & Co"

And

COMPANY NAME:

TRADING AS:

Registration Number:

Represented by:

ID Numbers:

hereinafter referred to as the "Receiving Party"



1. INTRODUCTION

- 1.1 Bird & Co and the Receiving Party wish to enter into discussions and or work-related arrangements that may result in the Receiving Party coming into contact with Bird & Co confidential information.
- 1.2 This Confidentiality Agreement therefore covers all Confidential Information imparted during the negotiations, discussions, consultations, demonstrations and any other form of interaction between the parties prior to and after signature to this agreement, irrespective of whether or not Bird & Co and the Receiving Party enter into a subsequent agreement.

2. CONFIDENTIAL INFORMATION

- 2.1 “Confidential Information” means, without limiting its ordinary meaning, and including both present and future rights including those relating to Bird & Co, its business outlets, its franchises, its business system, franchise system, staff, suppliers and including the following:

Oral, written, printed, photographically and electronically recorded information and data of all types, documents, letters, agreements, undertakings, messages, codes, data, formulae, recipes, specifications, blueprints, designs, plans, processes, the Bird & Co disclosure document, marketing methods, strategies, the business system, trade secrets, lists of customers, list of suppliers, projects, projections, profitability cash flow charts, advertising campaigns, promotions and launches, packaging designs and artwork, brochures, sales tools, sale strategies, notes and extracts, and the strategic plans, direction, manner, timing and implementation of any projects to be undertaken as well as any information, economic as well as financial, regarding the affairs of the disclosing party which is disclosed to the other party as well as all information that is proprietary to either party and/or that is proprietary to a third party and in which a party



to this agreement has a right or interest, all identifiable methodologies, secret knowledge, financial and market information, data concerning business relationships, samples, devices, demonstrations, know-how, experience, data, databases, flow charts, reports, tables, instruction manuals, operations manuals, user guides and other information or other material produced in relation to this Agreement and all other technical or commercial information relating to the disclosing party, its business, products and its clients and their businesses, whether in human or machine readable form, including proprietary software and the software documentation together with any ideas and principles determined during the course of observing, studying or testing the functions of the proprietary software, intellectual property rights including but not limited to, trade marks, patents, domain names, designs, know how, trade secrets and copyright works, whether registered or unregistered, other intellectual property rights and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist in any country in the world.

2.2 Confidential information does not include information which:

- 2.2.1 now or hereafter becomes, through no act or omission on the part of the receiving party, generally known to or available for use by the public without restriction;
- 2.2.2 Was lawfully acquired by the receiving party before receiving such information from the disclosing party and without restriction as to use or disclosure;
- 2.2.3 Is information which the receiving party can document was independently developed by it without a breach of any obligation of confidentiality; or
- 2.2.4 Is required to be disclosed pursuant to law with the prior written consent of the disclosing party.



- 2.3 As a condition to either party disclosing the Confidential Information to the other, and entering into the above discussions, both parties undertake and bind themselves to the following:
- 2.3.1 they shall not disclose the fact that they have had discussions with the other to any person in regard to any proposed goods or services, or any details thereof; and
 - 2.3.2 they shall keep all of the Confidential Information disclosed by the other strictly secret and confidential and shall not make use thereof or at any time disclose or reveal the Confidential Information to any person other than to those directors, employees and professional advisors of the disclosing party who necessarily should receive and consider the same for the purpose of evaluating and assisting as requested and, if applicable, for performing in terms of any future agreement entered into between the parties; and
 - 2.3.3 they shall procure that such directors, employees and professional advisors to whom the Confidential Information is revealed or disclosed to comply with the terms of this Agreement and where necessary conclude the necessary confidentiality undertakings with such directors, employees and professional advisors in line with the terms of this Agreement.
- 2.4 Confidential Information includes that of the disclosing parties holding or subsidiary company.
- 2.5 Neither party shall copy, photograph, reproduce or make notes of or take extracts from the Confidential Information, in whole or in part, without the other party's prior written consent.
- 2.6 Each party undertakes to provide proper and secure storage for all Confidential Information furnished to it and ensure that this is not available to unauthorised persons.



- 2.7 As a minimum protection of the Confidential Information, each party shall use the same means as it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality of such information.
- 2.8 At the request of a party, the other party shall promptly surrender any material containing, pertaining to or relating to Confidential Information disclosed by the requestor.
- 2.9 Each party acknowledges that it shall not acquire or claim directly or indirectly any copyright, know how, trade secrets, designs, patents and trade marks or any other form of intellectual proprietary rights in and to the others Confidential Information.
- 2.10 In the event of the receiving party being compelled in law to disclose any of the Confidential Information to any third party, it shall immediately notify the disclosing party thereof in order to enable the disclosing party to seek an appropriate protective order to waive compliance with such provisions of this clause as would prevent compliance in law or give its consent thereto and such waiver, compliance or consent shall not constitute a breach of this clause.
- 2.11 Within 14 (fourteen) days of the date of termination of this agreement for any reason, the receiving party shall, upon demand, return to the disclosing party all Confidential Information as well as copies thereof and, if incapable of return, destroy all matter containing such Confidential Information and ensure that no copies of such Confidential Information have been retained by the receiving party.

3. BREACH

- 3.1 In the event of a breach of this Agreement, the defaulting party shall notify the other party immediately of such breach.



- 3.2 If any party breaches this Agreement and fails to remedy that breach with 7 days after written notice from any other party calling for the breach to be remedied, then that party shall be entitled, without prejudice to any other rights that it may have, whether under this Agreement or in law, to cancel this Agreement without notice or to claim immediate specific performance of all the defaulting party's obligations, whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages.
- 3.3 Each party indemnifies the other against any loss or damage arising from any breach of this Agreement by the defaulting party, or any unauthorised disclosure of the Confidential Information or any part thereof by the defaulting party or by any director, employee and professional advisor, or in circumstances where the defaulting party allowed Confidential Information to become available to any unauthorised party.
- 3.4 Each party shall be liable for and shall indemnify the other party against any loss or damage incurred by the disclosing party, including attorney and own client costs as a result of any breach of this confidentiality agreement by any of its directors, employees and professional advisors.

4. GENERAL

- 4.1 The obligations under this Agreement to maintain the secrecy and confidentiality of the Confidential Information shall indefinitely survive the termination of this Agreement and any current and/or future negotiations, discussions, consultations, demonstrations and other forms of interaction, whether or not they result in the execution of a definitive agreement.
- 4.2 No addition to, variation of, or agreed cancellation of, this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.



- 4.3 No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.
- 4.4 If any of the provisions of this Agreement are found to be invalid, unlawful or unenforceable, such terms shall be severable from the remaining terms which shall continue to be valid and enforceable.

5. **Notices**

- 5.1 Each party chooses as its address for all purposes under this Agreement ("chosen address"), whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this Agreement ("notice"), as follows:

Bird and Co, 52 Kubu Avenue, Newlands East, Durban.

Email: legal@pedroschicken.co.za

- 5.2 Any notice required or permitted under this Confidentiality Agreement shall be valid and effective only if in writing.
- 5.3 Any party may by notice to the other party change its chosen address to another physical address in the Republic of South Africa and such change shall take effect on the seventh day after the date of receipt by the party who last receives the notice.



5.4 Any notice to a party contained in a correctly addressed envelope and delivered by hand to a responsible person during ordinary business hours at its chosen address, shall be deemed to have been received on the date of delivery.

Signed at _____ on _____ 20____

FOR BIRD & CO

who warrants that he/she is duly authorised.

Signed at _____ on _____ 20____

FOR RECEIVING PARTY (who warrants that he/she is duly authorised)

NAME OF RECEIVING PARTY:

ADDRESS FOR RECEIVING NOTICES:

