

# Excell Catering Equipment Franchise NON Disclosure Agreement:

(Applicant must complete all yellow market areas)

THIS NON Disclosure AGREEMENT is made and entered into as:

("Effective Date"),

**by and between Excell Catering Equipment Franchise** ("the Disclosing Party")

Herein represented by Sean Kriel, he duly being authorised thereto

**And** [RECIPIENT NAME]

ID NO:

, ("the Recipient") (collectively, "the Parties").

Purpose for Disclosure ("Excell Catering Equipment Franchise Module"): Information regarding trade secrets and information regarding profit making and modules used in the Excell Catering Equipment Franchise Module.

## **The Parties hereby agree as follows:**

1. For purposes of this Agreement, "Confidential Information" shall mean any and all non-public information, including, without limitation, technical, developmental, marketing, sales, operating, performance, cost, know-how, business plans, business methods, and process information, disclosed to the Recipient. For convenience, the Disclosing Party may, but is not required to, mark written Confidential Information with the legend "Confidential" or an equivalent designation.
2. All Confidential Information disclosed to the Recipient by Excell Catering Equipment Franchise will be used solely for the **Franchise** Purpose and for no other purpose whatsoever. The Recipient agrees to keep the Disclosing Party's Confidential Information confidential and to protect the confidentiality of such Confidential Information with the same degree of care with which it protects the confidentiality of its own confidential information, but in no event with less than a reasonable degree of care.. Recipient shall not make any copies of Disclosing Party's Confidential Information except as needed for the **Franchise** Purpose. At the request of Disclosing Party, Recipient shall return to Disclosing Party all Confidential Information of Disclosing Party (including any copies thereof) or certify the destruction thereof.
3. All right title and interest in and to the Confidential Information shall remain with Disclosing Party or its licensors, Excell Catering Equipment. Nothing in this Agreement is intended to grant any rights to Recipient under any patents, copyrights, trademarks, or trade secrets of Disclosing Party. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
4. The obligations and limitations set forth herein regarding Confidential Information shall not apply to information which is: (a) at any time in the public domain, other than by a breach on the part of

NON Disclosure Agreement for new applicants – for Excell Catering Equipment

Sign  
Here:

the Recipient; or (b) at any time rightfully received from a third party which had the right to and transmits it to the Recipient without any obligation of confidentiality.

5. In the event that the Recipient shall breach this Agreement, or in the event that a breach appears to be imminent, the Disclosing Party shall be entitled to all legal and equitable remedies afforded it by law, and in addition may recover all reasonable costs and legal fees on Attorney and client scale incurred in seeking such remedies. If the Confidential Information is sought by any third party, including by way of subpoena or other court process, the Recipient shall inform the Disclosing Party of the request in sufficient time to permit the Disclosing Party to object to and, if necessary, seek court intervention to prevent the disclosure.

6. The validity, construction and enforceability of this Agreement shall be governed in all respects by the law of South Africa and enforceable by the Supreme Court, Northern Cape Division. This Agreement may not be amended except in writing signed by a duly authorized representative of the respective Parties. This Agreement shall control in the event of a conflict with any other agreement between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Signed on this day the [redacted] of [redacted] 2018,

At place : [redacted] ( Current Address)

Signed on behalf of

Excell Catering Equipment Franchise:

Signed by Recipient  
ID no: [redacted]

Name in Print: [redacted]

\_\_\_\_\_  
Sean Kriel

[redacted]  
Recipient Signature