

SECRECY / MUTUAL NON-DISCLOSURE AGREEMENT

Between

BIOMOX PHARMACEUTICALS (PTY) LTD.
REG. NO. 93/00773/07
429 DEKGRAS ROAD
SILVERTONDALE
PRETORIA

a private company, with limited liability, herein
represented by

.....

in his/her capacity as
and duly authorised.

(hereinafter referred to as")

and

.....

herein represented by

in his/her capacity as
and duly authorised

(hereinafter referred to as "....."),

(both hereinafter being referred to as "the Parties")

WHEREAS

- the Parties possess proprietary information, software, technical knowledge, experience, specimens and data of a secret and confidential nature relating to the Field as specified below, all of which are regarded by them as valuable commercial assets of a highly confidential nature ("Information");
- during the course of business discussions, negotiations, meetings and activities (including, without limitation, any on-site visits to premises, demonstrations and technical presentations or submissions) between the parties, each party may receive, observe or otherwise have access to Information that:

- (a) relates to the disclosing party's past, present or future research, development, business activities, products, services and technical knowledge; and
 - (b) either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it is obvious to the other party that it is claimed as confidential ("Confidential Information");
- the party disclosing Confidential Information is referred to as the "Disclosing Party" and the party receiving the Confidential Information is referred to as the "Recipient".

The nature of discussions, meetings or activities prompting this Agreement (the "Field") is as follows:

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS REGARDING CONFIDENTIAL INFORMATION

1. USE OF CONFIDENTIAL INFORMATION

- 1.1 Confidential Information of the Disclosing Party may be used by the Recipient only in connection with the purpose(s) set forth in this Agreement. The parties agree to protect the confidentiality of each other's Confidential Information in the same manner they protect the confidentiality of their own proprietary and confidential information of like kind, but in any case using reasonable care. Neither party shall be considered in breach of the terms of this paragraph if it adheres to these standards of care.
- 1.2 Except as necessary for the purpose(s) set forth in this Agreement, Confidential Information of the Disclosing Party may not be copied or reproduced by the Recipient without the Disclosing Party's prior written consent.
- 1.3 Each Party shall in all events remain free to use in the course of its business its general knowledge, skills and experience incurred before, during or after the activities hereunder.

1.4 With respect to the purpose(s) set forth in this Agreement, neither party is authorized to use the name, logo or trademarks of the other in connection with any advertising, publicity or marketing or promotional materials or activities without the prior written consent of the other party or until agreement has formerly been reached regarding such use. The Disclosing Party provides the Confidential Information "as is", but assures Recipient that it has sufficient rights to provide the Confidential Information to Recipient.

1.5 The parties shall:

1.5.1 treat as strictly confidential any and all Confidential Information given or made known to them arising from this association;

1.5.2 keep all such confidential information obtained secret towards third parties and only use it in co-operation with each other for the purpose expressly agreed upon by the Parties and to disclose same to their employees only on the basis of the need to know;

1.5.3 accept responsibility for the observance of the Secrecy Agreement by their employees;

1.5.4 if required, cause all of their employees who are directly or indirectly given access to the said proprietary and secret Confidential Information to execute Secrecy Undertakings in a form acceptable to the Parties in order to protect the Parties against the unauthorised disclosure of such confidential information to any third party and to fully co-operate in the enforcement of such Secrecy Undertakings.

2. **OWNERSHIP OF CONFIDENTIAL INFORMATION**

Confidential Information disclosed under this Agreement shall at all times remain the property of the Disclosing Party. No license or other rights in or to the material disclosed, is granted by this Agreement or any disclosure of Confidential Information under this Agreement except as provided herein. All Confidential Information made available under this Agreement, including copies thereof, shall be returned to the Disclosing Party (or, upon such Party's request or consent, destroyed) upon the first to occur of :

- 2.1 completion of the purpose(s) set forth in this Agreement; or
- 2.2 the reasonable request of the Disclosing Party;
- 2.3 cancellation of this Agreement.

3. EXCLUSIONS

Nothing in this Agreement shall prohibit or limit either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) :

- 3.1 which at the time of disclosure is published or otherwise generally available to the public;
- 3.2 which after disclosure by the Disclosing Party is published or becomes generally available to the public, other than through any act or omission on the part of the Receiving Party;
- 3.3 which the Parties can show was in their possession at the time of disclosure and which was not acquired directly or indirectly from each other;
- 3.4 rightfully acquired from others who did not obtain it under pledge of secrecy to either of the Parties;
- 3.5 which the Recipient is obliged to disclose in terms of an order of Court, subpoena or other legal process.
- 3.6 In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other party, the Recipient shall promptly notify the Disclosing Party thereof.

4. BREACH

It is acknowledged that the breach of this Agreement by Recipient would cause the Disclosing Party irreparable injury not compensatable in monetary damages alone. Accordingly, in the event of a breach, or a threat of a breach, the Disclosing Party, in addition to its other remedies, is entitled to a restraining order, preliminary injunction or similar relief so as to specifically enforce the terms of this Agreement or prevent, cure or reduce the adverse effects of the breach.

5. FORMAL AGREEMENT

If within 12 (TWELVE) months of signing this Agreement insufficient progress has been made with the negotiations to warrant entering into a formal agreement regarding the commercial exploitation of the results of the negotiations, this Agreement will be deemed to be cancelled.

6. GOVERNING LAW

This Agreement shall be deemed to be an Agreement made in the Republic of South Africa and subject to South African Law.

7. ENTIRE AGREEMENT

This Agreement is the only and exclusive agreement between the parties with respect to the subject matter of this Agreement, and it supersedes all prior or contemporaneous representations, promises, inducements, proposals, discussions and other communications.

8. CANCELLATION

The Parties agree that after 5 (FIVE) years from the date of cancellation hereof for whatever reason, they shall each be relieved from all obligations under this Agreement and that after such time has expired they will rely on such patents or other intellectual property as they may then own for the protection of any information disclosed to each other pursuant to this Agreement.

SIGNED at this day of 200 .

AS WITNESSES :

1.
.....
For
.....
FULL NAMES
2.
.....
CAPACITY (duly authorized)

SIGNED at this day of 200 .

AS WITNESSES :

1.
.....
For
2.
.....
CAPACITY (duly authorized)

Annexure A: Undertaking by Officers, Employees or Other Persons associated with THE PARTIES

- 1 I hereby:
 - 1.1 Acknowledge that I may, by virtue of my employment or associations with THE PARTIES have access to secret and confidential information including (but not restricted to) information relating to:
 - 1.2 processes, inventions, methods, formulae, plans, devices, product, manufacturing procedures, sourcing materials, know-how and other data;
 - 1.3 specifications of materials and intellectual property used by THE PARTIES or used in connection with products and services provided by THE PARTIES;
 - 1.4 the identity and business of customers, suppliers and financiers of THE PARTIES all of which is hereinafter referred to as "the secret and confidential information". Such information does not include information which is or becomes publicly known long as this is not due to any act or omission on my part.
2. Undertake:-
 - 2.1 to keep the secret and confidential information secret and confidential;
 - 2.2 to make use of the secret and confidential information acquired by me only during the course of my employment by or association with THE PARTIES, and then only for the purpose for which it is communicated to me and for so long as THE PARTIES so authorises such work by me;
 - 2.3 not to disclose to any person, firm or company any part of the secret and confidential information acquired by me, except to the limited extent that it may be necessary during the course of my employment by or association with THE PARTIES and for the proper discharge of my duties of me to do so to other employees or associates of THE PARTIES or who are engaged in the utilisation of the secret and confidential information and to whom I have been required or authorised by my supervisor to disclose it;
 - 2.4 except with prior written permission of THE PARTIES, not to remove from the premises of THE PARTIES any paper, tables, computations, formulae, work books, reports, memoranda, correspondence, and the like, relating to the business of THE PARTIES and its customers or any other copies, reproductions, abstracts or extracts there from and to deliver to THE PARTIES on the termination of my employment all such documents or other property pertaining to the secret and confidential information as may be in my possession at the time.
3. I undertake and accept this undertaking in its entirety and acknowledge that it binds me from the date of my employment by or association with THE PARTIES up to and including the date of my termination. I further acknowledge that this undertaking applies subsequent to my termination from THE PARTIES insofar as any secret and confidential information was obtained whilst I was in the employed by or associated with THE PARTIES.

I acknowledge that I have read and understood this undertaking.

On this the _____ day of _____ 200

Signature of party who warrants the undertaking: _____

Full Names: _____

Witness: _____