

# CONFIDENTIALITY AGREEMENT

between:



and

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ID.NO.: \_\_\_\_\_

("the client")

**Walco Power Solutions** means; **Walco Enterprises SA (Pty)Ltd, Walco Power, Walco**, and all the affiliate and subsidiary companies in **Walco**;

- 1 The Client has expressed interest in entering into negotiations with the Owner relating to the business of the Owner and more specifically the agency option within **Walco**.
- 2 As a condition of the Client being furnished with information and documentation relating to the Owner, the Client hereby agrees to treat as strictly confidential all such information and/or documentation whether the same shall already have been obtained or shall in the future be obtained either directly or indirectly from the Owner and however such information may be disclosed to it, including, but without limiting the generality of the a foregoing, whether orally, visually or by reason of inspection of documentation or in any other manner howsoever.
- 3 The Client furthermore hereby acknowledges that the information and documentation aforesaid is being made available to it solely for the purpose of evaluating the Owner's business operations with a view to entering into an agency agreement and or any other such agreement as the parties may negotiate and for no other purpose whatsoever and that such information and/or documentation would not otherwise have been made available to the Client.
- 4 The Client hereby agrees that such information and/or documentation will not be used for any purpose other than for the purpose of evaluating the possibility of concluding such agreement as mentioned in 3 above and that the information and/or documentation will not be disclosed or in any other manner alienated to any other person whomsoever other than the employees of the Client or such other persons as may be necessary in order to enable the Client to consider whether or not to enter into the agreement aforesaid. Any other party to whom the information is alienated and/or documentation revealed shall be directed to treat such information so gleaned confidentially and shall agree in writing to be bound by the terms and conditions of this agreement.
- 5 In addition to and without derogating from the a foregoing, the Client hereby agrees and undertakes that it will direct any person to whom such information is alienated and/or documentation revealed, not to disclose to any other person whomsoever the fact that negotiations are taking place concerning the reason for why this confidentiality agreement is concluded in the first place or any other facts with respect to any possible transaction relating to the operations of the Owner.

6 The Client hereby undertakes that in the event of the negotiations failing, for any reason whatsoever, to promptly re-deliver to the Owner (or destroy) all and any materials and/or documentation regarding the Owner. The Client further agrees that it will not retain any copies, extracts or other reproductions, either in whole or in part, in respect of such material.

7 If the Client, or any of their employees, or any other party to whom the Client shall have alienated any information and/or revealed any documentation aforesaid, shall breach any provisions of this agreement, all of which shall be deemed to be material, then the Owner shall be entitled, without prejudice to any other rights or remedies which he may have at law to:

7.1 forthwith cease negotiations; and/or

7.2 cancel any agreement or other transaction resulting from such negotiations; and/or

7.3 compel specific performance; and/or

7.4 obtain an interdict or other similar relief, each without prejudice to his rights to claim damages, it being specifically agreed that damages shall include consequential and/or punitive damages.

8 The Client hereby acknowledges that:

8.1 he or she understands the contents of this agreement;

8.2 he or she has voluntarily agreed to enter into this agreement;

8.3 he or she is bound by each and every provision hereof;

8.4 each and every provision hereof is reasonable and necessary to protect the rights of the Owner in relation to its business operations.

THUS DONE AND SIGNED BY THE RESPECTIVE PARTIES AS FOLLOWS:

\_\_\_\_\_  
For: **WALCO**

Date:

Place:

\_\_\_\_\_  
For: **THE CLIENT**

Name: \_\_\_\_\_

Date:

Place:

