



## **NON-DISCLOSURE AGREEMENT**

This Nondisclosure Agreement is entered into by and between

**SOUTHERN BOTTLERS Ltd (SOBO)**, the Disclosing Party, a private limited liability incorporated under the Companies Act, CAP 46:03 of the Laws of Malawi registration number 5677 whose registered office is Makata Industrial Area P.O. Box 406, Blantyre, Malawi, (hereinafter referred to as the "CUSTOMER") which term shall be deemed to include any successor in title, holding or subsidiary company or any permitted assign of the other part.

And

**Sir / Madam:**

**Working as:**

**For the Company / Management / Branch:**

**Business address:**

**Business phone number:**

**Professional email:**

Hereinafter referred to as «the receiving Party»

for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter a confidential relationship with respect to the disclosure of proprietary and confidential information shared during all the work they will have to perform for the SOBO.

### **1. Definition of Confidential Information**

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which SOUTHERN BOTTLERS is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.



## 2. Exclusions from Confidential Information

Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (c) learned by the Receiving Party through legitimate means other than from SOUTHERN BOTTLERS or SOUTHERN BOTTLERS 's representatives; or (d) is disclosed by Receiving Party with SOUTHERN BOTTLERS 's prior written approval.

## 3. Obligations of Receiving Party

Receiving Party shall hold, exploit, and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of SOUTHERN BOTTLERS.

The receiving party undertakes not to communicate, in whole or in part, directly or indirectly, the Confidential Information, in any form whatsoever, including:

- Verbally.
- By the delivery of documents belonging to Southern Bottlers or to third parties which are related to the Project, regardless of the medium they are on;
- By training people not involved in the Project.

Receiving Party shall carefully restrict access to Confidential Information to unauthorized employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement.

Receiving Party shall not, without prior written approval of SOUTHERN BOTTLERS, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of SOUTHERN BOTTLERS, any Confidential Information.



Receiving Party shall return to SOUTHERN BOTTLERS all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information right at the termination of their contract with Castel Malawi, or any time immediately if SOUTHERN BOTTLERS requests it in writing.

#### **4. Time Periods**

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until SOUTHERN BOTTLERS sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

#### **5. Relationships**

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

The Receiving party shall be bound to inform Southern Bottlers as soon as he or she becomes aware of a possible leakage of Confidential Information.

#### **6. Severability**

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

#### **7. Integration**

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.



#### 8. Waiver

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

#### 9. Notice of Immunity

The Receiving party is provided notice that they shall be held criminally or civilly liable under any State trade secret law for the disclosure of a trade secret that is made (i) in confidence to a State or government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by the Receiving party for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. **Each party has signed this Agreement through its authorized representative.**

#### 10. Governance :

The present agreement shall be governed by the Malawian laws.

## Non-Disclosure (Confidentiality) Agreement



\_\_\_\_\_ (Receiving party's Signature)

\_\_\_\_\_ (Receiving party's Name)

Date of Signature by Receiving party: \_\_\_\_\_

\_\_\_\_\_ (Disclosing party's Signature)

\_\_\_\_\_ (Disclosing party's Name)

Date of Signature by Disclosing party: \_\_\_\_\_