SOFTWARE DEVELOPMENT
NON-DISCLOSURE, CONFIDENTIALITY AND SERVICE LEVEL AGREEMENT

This Software Developer,Non-Disclosure ,Confidentiality and Service Level
Agreement
is entered into by and between;

_____
("Disclosing Party")
and

_____
("Receiving Party")

as of the _____ day of _____, 20_____ (the "Effective Date")

The Disclosing Party hereby hires The Receiving Party pursuant to the terms and
conditions of this Agreement.

In connection with its respective evaluation of this Agreement, each party, their
respective affiliates and their respective directors, officers, employees, agents or
advisors (collectively, "Representatives") may provide or gain access to certain
confidential and proprietary information. A party disclosing its Confidential
Information to the other party is hereafter referred to as a "Disclosing Party." A
party receiving the Confidential Information of a Disclosing Party is hereafter
referred to as a "Receiving Party."
In consideration for being furnished with Confidential Information, the Disclosing
Party and the Receiving Party agree as follows:

1.Confidential Information.
(a) Confidential Information" shall mean
(i) All information relating to the Disclosing Party's business and operations
including, but not limited to, the Disclosing Party's data, the Disclosing Party's
clients data, personal information, documents and financial information.
(ii) All information independently developed, suggested , illustrated and instructed
by the Disclosing Party to the Receiving Party to consider and to use to develop the

application software as ordered and required by the Disclosing Party including,but not limited to, source codes, software, algorithms, data, drawings or schematics, layouts ,illustrations,blueprints and computer programs prior to disclosure by the Receiving Party and without the use and benefit of any of the Receiving Party's Confidential Information;

(b) All Confidential Information shall remain the property of the Disclosing Party.

(c) Confidential Information exchanged by the parties and entitled to protection hereunder, shall be identified ,suggested , marked or unmarked as such by or without an appropriate stamp and or marking on each document exchanged designating the information as confidential or proprietary.

(d) The term "Confidential Information" as used in this Agreement shall mean any data or information that is not generally known to the public, including, but not limited to, information relating to any of the following, which the Disclosing Party considers confidential;

(i) information which includes the names of entities , clients and or individuals, including their documents, that the Disclosing Party disclosed.

(ii)Proprietary Rights' which includes any and all rights, whether registered or unregistered, in and with respect to logos , designs ,schematics ,source codes,algorithms ,illustrations,drawings whether protected under contract or otherwise under law, and other similar rights or interests in intellectual property.

(iii)Software Information' which means the proprietary computer programs of the Disclosing Party, including all fixes, upgrades, new versions, new enhancements, modifications, edits, conversions, replacements, source codes, software, algorithms, data, drawings or schematics, layouts ,blueprints , APIs,links and the like, in machine readable form or documentation and materials, and all copies and translations of such computer programs, documentation and materials, regardless of the form or media of expression or storage.

2.Exclusions from Confidential Information.

(a)The obligation of confidentiality with respect to Confidential Information will not apply if;

(i)The information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by the Receiving Party or any of its Representatives;

Initials and Signature…………………….

(ii)The information is or was received by the Receiving Party from a third party source which, to the best knowledge of the Receiving Party or its Representatives, is or was not under a confidentiality obligation to the Disclosing Party with regard to such information;

(iii)The information is disclosed by the Receiving Party with the Disclosing Party's prior written permission and approval;

(iv)The Receiving Party or any of its Representatives is legally compelled by applicable law, by any court, governmental agency or regulatory authority or by subpoena or discovery request in pending litigation but only if, to the extent lawful, the Receiving Party or its Representatives give prompt written notice of that fact to the Disclosing Party prior to disclosure so that the Disclosing Party may request a protective order or other remedy to prevent or limit such disclosure and in the absence of such protective order or other remedy, the Receiving Party or its Representatives may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

3. **Obligation to Maintain Confidentiality.**

With regard to Confidential Information;

(a) The Receiving Party and its Representatives agree to retain the Confidential Information of the Disclosing Party in strict confidence, to protect the security, integrity and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication or dissemination of Confidential Information except in conformity with this Agreement;

(b) The Receiving Party and its Representatives shall adopt and or maintain security processes and procedures to safeguard the confidentiality of all Confidential Information received by the Disclosing Party using a reasonable degree of care, but not less than the degree of care used in safeguarding its own similar information or material;

(c) Upon the termination of this Agreement, the Receiving Party will ensure that all documents, memoranda, notes and other writings or electronic records prepared by it that include or reflect any Confidential Information are returned or destroyed as directed by the Disclosing Party;

(d) If there is an unauthorized disclosure or loss of any of the Confidential Information by the Receiving Party or any of its Representatives, the Receiving Party will promptly, at its own expense, notify the Disclosing Party in writing and take all actions as may be necessary or reasonably requested by the Disclosing

Party to minimize any damage to the Disclosing Party or a third party as a result of the disclosure or loss; and

(e) The obligation not to disclose Confidential Information shall;

(i)Remain in effect for ten (10) years from the date hereof and or until the Confidential Information ceases to be a trade secret, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement.

4. Software Application Security Features

(a) The Receiving Party and its Representatives must adopt and or apply all necessary security features including license and or product key codes and anti-cyber-attack features to safeguard the source codes is using to develop the software Application using a reasonable degree of secured development programming and design not less than the degree of secured source codes and security features,anti-cyber attack features,license and or product key codes used in safeguarding its own similar software application or material.

5. Ownership and Custodian in the Agreement

The parties in this agreement declares and agree that;

(a) The Disclosing party in this agreement shall remain the owner and the custodian of the Software Application, Intellectual proprietary copyrights ,the Proprietary License and product keys owner of the entire Software Application and the entire Source codes used in the Software Application development.

(b) The Disclosing Party in this agreement remains the author, the owner of the intellectual property rights and trade secrets of the operational features and functions of the Software Application.

(c) The Disclosing Party shall remain the sole owner of software application developed by the contracted party being the Receiving Party as ordered ,guided, instructed and requested by the Disclosing Party whether in parts ,incomplete and or fully completed.

(d) The Receiving Party shall remain responsible for providing support and maintenance services for bug fixes ,error glitches ,up keep and smooth running of the application free for the first twelve month period and thereafter at an agreed fee and or quoted separately on an as and when needed basis.

Initials and Signature…………………….

(e) The obligation to develop ,commission, deploy , release , send and maintain the software application performance will remain the responsibility of the Receiving Party and in effect until the software application is complete, fully functionally ,usable and free from errors , faults , glitches ,deletion , crashes and or any other malfunctions.

(f) The Receiving Party agrees to provide all relevant certificates including but not limited to licences, product key codes , source codes and reasonable warranty and guarantees to the Disclosing Party.

6. Non-Disclosure of any details in this Agreement.

Without the Disclosing Party's prior written consent, neither the Receiving Party nor its Representatives shall disclose to any other person, except to the extent, the provisions of point 3;

(a) the fact that Confidential Information has been made available to it or that it has inspected any portion of the Confidential Information;

(b) the fact that the Disclosing Party and the Receiving Party are having discussions or negotiation concerning the details of the project and or Application to be developed ; or

(c) any of the terms, conditions or other facts with respect to the Developer Agreement.

7. Disclaimer.

This Agreement and the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party shall not be construed as granting the Receiving Party any rights, title and or interests in the Confidential Information, including any rights in copyrights, trademark, license, patent, and or any other intellectual property rights.

8. Remedies.

Each party agrees that the use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which:

(a) monetary damages may not be a sufficient remedy for any breach of this Agreement by such party;

(b) the other party may be entitled to specific performance and injunction and other equitable relief with respect to any such breach;

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(c) such remedies will not be the exclusive remedies for any such breach, but will be in addition to all other remedies available in law or in equity; and

(d) in the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final non-appealable order that one party, or any of its Representatives, has breached this Agreement, such party will be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.

9. Notices.

All notices given under this Agreement must be in writing. A notice is effective upon receipt by either party and shall be sent via one of the following methods; delivery in person, registered mail with return receipt requested and or by email to the below email addresses or in the case of either party, to such other party, address or email address as such party may designate upon reasonable notice to the other party.

THE DISCLOSING PARTY

Address: _____

Phone number: _____Alternative number _____

Email Address

_____

THE RECEIVING PARTY

Address: _____

Phone number: _____Alternative number _____

Email Address

_____

10. Termination.

(a) Both parties are entitled to terminate this Agreement with at least three months written notice to each other and the party initiating the termination hereby agree to forfeit all benefits due to it in this Agreement.

(b) The Receiving Party may not terminate the Agreement without completing any pending work and or the project in full and the Disclosing Party made payments in full for the completed project.

Initials and Signature…………………….

(c) Parties agree to exercise patience and good working relation practices with each other throughout the project period and accommodate each other.

11. Amendment.

This Agreement may be amended or modified only by a written agreement signed by both of the parties.

12. Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of the South African Courts. Each party consents to the exclusive jurisdiction of the courts located in the Republic of South Africa for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

13. Miscellaneous.

This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties. Neither party may assign its rights or delegate its duties under this Agreement without the other party's prior written consent. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.The Receiving Party commit to develop the soaftware with

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

The Disclosing Party:

Full Names   Surname

Initials and Signature…………………….

Signature   **Date**

_____
Position

_____   _____
          Witness   **Witness**
         Signature   Full Name and Surname

The Receiving Party:

_____   _____
Full Names   Surname

_____   _____
Signature   **Date**

_____
Position

_____   _____
          Witness   **Witness**
         Signature   Full Names and Surname

Initials and Signature…………………….