



**CONFIDENTIALITY, NON-SOLICITATION AND RESTRICTIONS ON
COMPETITION AND NON-SOLICITATION OF EMPLOYEES AGREEMENT**

Between

**AJleRoux CC
(Company)**

And

.....
(Employee)

By virtue of the contract of employment, the Employee is required to read and sign this CONFIDENTIALITY, NON-SOLICITATION AND RESTRICTIONS ON COMPETITION AND NON-SOLICITATION OF EMPLOYEES AGREEMENT, herein after referred to as "The Agreement".

It is agreed as follows:

1. Employment

The Company appoints the Employee. By virtue of the contract, the Employee is required to sign this CONFIDENTIALITY, NON-SOLICITATION AND RESTRICTIONS ON COMPETITION AND NON-SOLICITATION OF EMPLOYEES AGREEMENT (herein after referred to as "The Agreement").

2. Confidentiality

2.1 The Employee acknowledges that the Company possesses, and will in future possess, confidential information, trade secrets and materials ("Confidential Information") relating to the Company, its associated companies, business partners, suppliers, its structures, its business operations and its relationship with other parties (herein after referred to as "the Company and its business") that is secret, proprietary to the Company and its business and is not available to the public. This Confidential Information includes, but is not limited to:

2.1.1 The Company and its business procedures, products, strategies, prices, business plans, revenue forecasts, marketing methods, marketing strategies, research, source code, inventions, knowledge and experience, trade secrets and details of existing and prospective clients and customers.

2.1.2 Any information that the Employee is told is confidential or which the Employee might reasonably expect the Company and its business to regard as confidential.

2.1.3 Information which to the Employees knowledge, the Company has been given in confidence by its clients, customers or associated companies.

2.1.4 All details, including contact details, of existing and prospective clients.

2.1.5 Any information relating to its financial standing and financial activities.

2.2 The Employee acknowledges that, prior to his/her employment at the Company, he/she has not had any access to or knowledge of the Confidential Information mentioned in 2.1.1.

2.3 The Employee acknowledges that he/she will have access to such information during their employment at the Company and is aware that the use of such information in competition with the Company or the divulgence thereof to parties outside the Company will severely prejudice the business operation and proprietary interests of the Company and its business.

2.4 The Employee agrees that all matters relating to the production, promotion and operation of the Company and its business and associated functions mentioned in 2.1.1 and generally all matters relating to the business interests of the Company are, at the date of commencement of the Employee's employment with the Company, the exclusive intellectual property of the

Company and will remain the exclusive intellectual property of the Company. The Employee agrees that he/she will have no claims of whatsoever nature in respect of any such intellectual property.

2.5 The employee agrees and undertakes to, during his/her employment with the Company and at all times thereafter, make use or divulge Confidential Information only with the consent of the Company while carrying out his/her duties as an employee of the Company.

2.6 The Employee undertakes to deliver to the Company on demand, and in any event on termination of the Employees employment with the Company, all confidential information of the Company which is in the possession or under the control of the Employee, whether directly or indirectly.

2.7 In the case of creative work, including but not limited to logo design, web design, stationary design, brochure design, coding, written works and system design, the Employee agrees that the Company will for all purposes be considered the author and rightful owner of copyright and intellectual property right to such creative works. Although the Employee may reference and/or reproduce such works in his/her portfolio, the Employee waives all other rights with respect to work created for the Company.

3. Restraint Against Employment

The Employee agrees and undertakes that, throughout the period of his/her employment with the Company and for a period of 24 months after the termination of such employment for any reason, he/she will not, either for himself/herself or as an agent (whether or not for gain), attempt to persuade, entice, solicit, engage or procure any employee of the Company and its business to become employed or interested in any business in competition with the Company and its business, neither will the Employee attempt to persuade, entice, solicit, engage or procure any employee of the Company to terminate his/her employment with the Company.

4. Restraint Against Competition

The Employee acknowledges that, although the Company has no desire to prevent the Employee from seeking other employment in his/her chosen field of work, the Company has developed certain proprietary structures and methods that allows it to compete effectively in its field of business. The Employee acknowledges that these proprietary structures and methods, if divulged to persons outside the Company, may severely prejudice the business operation and interests of the Company and its business. The Employee agrees and undertakes that, during his/her employment and for a period of 24 months after termination of employment, he/she will not, whether directly or indirectly, as consultant, sole proprietor, partner, joint venture, shareholder, member, director, corporate officer, employee, broker, agent, licensor or in any other capacity whatsoever, engage in, become financially interested in, be employed by or have any connection with any business or venture:

- (1) Which is engaged in any activities competing with the products or services offered by the Company and its business.
- (2) Which is or was within 24 months of the termination of employment with the Company, a customer (in its widest interpretation) of the Company.

The Employee agrees that he/she will not during or at any time after termination of Employment with the Company use or attempt to use the Company client databases (in any form) for any purpose outside Company duties, whether or not for gain.

5. Intellectual Property

The Employee acknowledges that the Company is engaged in a continuous program of research, development, production and marketing and that the Employee has an obligation to, as part of his/her duties, make contributions to this program of research, development, production and marketing, pursuant to said obligations the Employee agrees to impart to the Company all his/her knowledge and experience.

The employee also agrees that any and all inventions, improvements, designs, original works of authorship, creative works, formulas, concepts, techniques, methods, systems, processes, computer software programs, databases and trade secrets developed, created, discovered or invented by him/her, resulting from work done for the Company during his/her employment with the Company will become the sole and exclusive property of the Company.

6. Jurisdiction

This document is legally binding on the Employee in favor of the Company. This agreement shall be deemed to have been made in the Republic of South Africa. All disputes arising from this document, including non-contractual disputes and disputes as to the validity of this agreement shall be referred to and finally determined by arbitration before a sole arbitrator, conducted in the English language in Pretoria, South Africa, and in accordance with South African law and the Expedited Arbitration Rules of the World Intellectual Property Organization ("WIPO"). Each party consents to the award being made an order of any court of competent jurisdiction.

Each provision of the protective clauses 2, 3, 4 and 5 shall operate and apply in any country where the Company operates and shall remain in force and shall survive the termination of the Employee's employment with the Company.

7. Warranties

The Employee represents and warrants to the Company that the signature of this agreement and the fulfillment of the terms hereof does not require the consent of any person or entity.

8. Serving of Notices and Legal Processes

The parties respectively choose the addresses set out beneath their signatures at the end of this agreement at which all notices may be given and all processes may be served. All notices by a party to another shall be sent to the chosen address of the addressee and shall either be delivered by hand, in which case they shall be deemed to have been received on the date of delivery, or posted by prepaid registered post, in which case they shall be deemed to have been received on the fourteenth business day after posting, unless the addressee proves the contrary.

9. Severability

Should any of the terms or provisions of this agreement be declared by any competent court or arbitrator to be in conflict with the law or to be unenforceable, the validity and enforceability of the remaining terms and provisions of this agreement shall not be affected thereby.

10. Headings

The headings to clauses in this agreement are for readability purposes only and do not form part of the contractual understanding between the parties to this agreement.

11. Applicable Agreements

This agreement together with the employment agreement and the AJleRoux CC Corporate Code of Conduct shall form the whole and only contracts between all the parties in relation to the Employee's employment with the Company and any representations made by or on behalf of a party shall not affect it unless set out therein.

Signed by the Company at _____ on _____

André J le Roux
Director duly authorized

AJleRoux CC
241, 15th Avenue
Rietfontein
Pretoria
0084

Dated _____

As witness _____

Full names of witness:

Full physical address:

As witness _____

Full names of witness:

Full physical address: