



# HOFFMAN

PROPERTIES EIENDOMME

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## CONFIDENTIALITY, NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT

Number of Pages: 6

Mandated Agent (Buyer): \_\_\_\_\_

Mandated Agent (Seller): \_\_\_\_\_

Direct Buyer: \_\_\_\_\_

Direct Seller: \_\_\_\_\_

Under the penalty of perjury and in consideration of the mutual benefits to be derived by the association of the signatories and their affiliated companies, corporations, individuals, agents, intermediaries, financial institutions, associates, assignees, assignors, trustees or executors, the signatories referred to "The Parties".

Signature: \_\_\_\_\_

### PARTY A:

Company: Stony River Properties 120 t/a Hoffman Properties

Registration No: 2005/111210/23

VAT Registration No: 4650 225222

Directors: AJM Venter 511104 0044 083

Auditors: Calculus Auditors  
Mick Mulder  
+27(0)15 291 1570

Attorneys: PG Uys Attorneys  
PG Uys  
+27(0)15 291 3770

Address: 33 Genl Joubert Street, Polokwane, Limpopo Province, SA

Represented By: \_\_\_\_\_

Id No: \_\_\_\_\_

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**PARTY B:**

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

Trading As: \_\_\_\_\_

Country of Registration: \_\_\_\_\_

Registration No: \_\_\_\_\_

VAT Registration No: \_\_\_\_\_

Directors: \_\_\_\_\_

\_\_\_\_\_

Auditors: \_\_\_\_\_

Attorneys: \_\_\_\_\_

Bank Details: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

Represented By: \_\_\_\_\_

(Please enclose a copy of the Resolution)

Id No: \_\_\_\_\_

**PARTY C:**

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

Trading As: \_\_\_\_\_

Country of Registration: \_\_\_\_\_

Registration No: \_\_\_\_\_

VAT Registration No: \_\_\_\_\_

Directors: \_\_\_\_\_

Auditors:	_____
Attorneys:	_____
Bank Details:	_____
	_____
Address:	_____
Represented By:	_____
	(Please enclose a copy of the Resolution)
Id No:	_____

<b>PARTY D:</b>	
Registered Name:	_____
Trading As:	_____
Country of Registration:	_____
Registration No:	_____
VAT Registration No:	_____
Directors:	_____
	_____
Auditors:	_____
Attorneys:	_____
Bank Details:	_____
	_____
Address:	_____
Represented By:	_____
	(Please enclose a copy of the Resolution)
Id No:	_____

<b>PARTY E:</b>	
Registered Name:	_____
Trading As:	_____
Country of Registration:	_____
Registration No:	_____
VAT Registration No:	_____
Directors:	_____
	_____
Auditors:	_____
Attorneys:	_____
Bank Details:	_____
	_____
Address:	_____
Represented By:	_____
	(Please enclose a copy of the resolution)
Id No:	_____

Whereas, the parties whose signatures appear on this document agree that the parties hereto are desirous of effecting various business transactions in co-operation with one another for their mutual benefit and all signatory parties agree to accept the terms and conditions of this Confidentiality, Non-Circumvention, Non-Disclosure Agreement;

### **1. EXCHANGE OF INFORMATION**

The parties to this agreement, in their personal capacities, OR alternatively, for and on behalf of their trusts or companies to be formed, OR in their personal capacity, for and on behalf of their trusts, OR alternatively, companies already formed, have decided to provide each other with certain proprietary data and other material, information deemed to be beneficial to promote and successfully conclude this transaction.. The signatories agree to keep confidential the identity and information of all contacts from other outside parties.

Each of the signatories agree that they will not make contact with, deal, or otherwise be involved in any transaction with any corporations, companies,

current and future employees, employees that left the employ of the company / trust / closed corporation, or individuals, buyers or sellers, tribe communities, tribe individuals, counselor members, individuals banks lending institutions as introduced by another of the signatories, without specific written permission of the introducing signatory.

Initial: \_\_\_\_\_

## **2. TRANSACTION IDENTIFICATION**

The parties hereto agree that any transaction code and any other means of identification of this transaction where applicable – investors, codes, fiduciary bank, trustee bank or trustee shall remain unaltered until all of the commercial transactions have been completed. The codes may only be changed with the prior consent of each of all parties involved in the transaction, including investors of this agreement.

Initial: \_\_\_\_\_

## **3. DURATION**

This agreement is effective and binding from the date of signature and shall remain in force for the full term of this transaction, and any future transaction and the duration may be extended by mutual agreement in writing between all the parties to this agreement.

These parties hereby agree not to circumvent or attempt to circumvent any of the parties in this transaction for the full period of these transactions, including all renewals, extensions, rollovers, additions, or any new agreement between the parties.

Each party agrees not to circumvent this agreement through the use of any subterfuge involving the use of third parties. In the event of an unsuccessful transaction, this NCNDA will remain binding until written cancelation of this agreement is received and accepted by all parties.

Initial: \_\_\_\_\_

## **4. EXCHANGE DAMAGE**

As it is very difficult to determine and measure the damages in the event of any breach of this agreement, the parties agree that if a claim has been established, the breaching party shall pay the other party an amount as liquidated damages equal to the full value of the commissions and/or fees incurred by the breaching party under the transaction(s) encompassed by the established claim, as well as reasonable attorneys fees and costs.

Initial: \_\_\_\_\_

## **5. PARTIES**

This agreement shall bind all parties, their employees, employers, associates, transferors, assignees, assignors, clients, intermediaries, brokers, agents, representatives, and shall furthermore be enforced upon the beneficiary's heirs and successors, as the case may be. The parties confirm irrevocable, that by placing their signatures to this agreement that they as individuals have the necessary authority / board resolution / power of attorney / or alternatively are empowered to sign this document for and on behalf of any of the parties.

Initial: \_\_\_\_\_

## **6. ARBITRATION**

If the parties cannot amicably settle any claim, dispute or controversy arising from or relating to this agreement or alternatively the transaction, they shall submit to arbitration in accordance with the rules of the International Chamber of Commerce (Paris – France) – causing hearings to be concluded in Johannesburg – South Africa. The parties agree that the courts ruling / decision will be final and the parties therefore further agree not to appeal against the courts ruling / decision. If the dispute relates to property within the borders of South Africa, the parties agree that the Jurisdiction of the Magistrates' Court will be applicable.

Initial: \_\_\_\_\_

## **7. FUTURE AND OTHER TRANSACTIONS**

The parties agree that any future transactions successfully concluded by or between any of the parties as a result of the introduction of the parties to this agreement, that all fees / commissions / remunerations / profits that would be due for transactions completed during the term of this agreement as a result of the introductions, are due and payable without delay or deductions to the party that effected the introduction, regardless of the relationship of the introducing party to the consummating party.

Initial: \_\_\_\_\_

## **8. FEES AND CONSIDERATIONS**

Full disclosure of business dealings and arrangements or agreements for remunerations / fees / considerations / commissions / shall be negotiated on a "per transaction" basis and shall be agreed upon in writing at the outset of each transaction in the written form of a Master Fee Protection agreement or a Commission Agreement signed and accepted by all parties to this agreement. Any party or individual that forms part of this agreement that will be proved to be guilty of disclosure will forfeit its remuneration / fees / consideration / commission.

Initial: \_\_\_\_\_

## **9. CHAMBER OF COMMERCE**

All parties hereto agree to the covenant of non-circumvention and non-disclosure – and will not - in terms of International Chamber of Commerce Rules and Regulations, attempt to circumvent any of the parties in this transaction for the full period of these transactions, including all renewals, extensions, rollovers, additions, or any new agreement between the parties.

The Buyer or its agents, directors, clients, partners or representatives will not deal directly or indirectly with any of the Companies / Trusts / Closed Corporations / current employees / employees that left the service, tribes members, members of the council or with the sub ordinate's of the relevant King, Queen or Chiefs of the areas were the Seller has contractual agreements already in place.

Initial: \_\_\_\_\_

## **10. ENTIRE AGREEMENT**

This agreement constitutes an entire Non-Circumvention and Non-Disclosure agreement between the parties and supersedes all prior and contemporaneous Non-Circumvention, Non-Disclosure agreements, and understanding, negotiations and discussions, whether oral or written, by or between the parties. Only written supplements, modifications, waivers and additions of this agreement executed in writing by the parties are binding.

Initial: \_\_\_\_\_

## **11. NON-AGREED FEES**

All fees, commission, remuneration to be shared on Buyer and Seller-basis, by the contracted parties of this document if not agreed and signed for per Fee-protection Agreement or Commission Agreement.

Initial: \_\_\_\_\_

## **12. GENERAL**

Total transparency in each and every transaction will be the ethic of this agreement.

The parties hereto affirm that they will act with the highest standard of ethics and honesty in all their dealings.

This agreement does not affect relationships and agreements between any of the signatories, which existed prior to the signing of this agreement.

Signed facsimile copies of this document shall be considered legal and binding upon the parties hereto.

Initial: \_\_\_\_\_

### 13. PROJECTS

The Parties agreeing hereto are desirous of effecting various business transactions in co-operation with one another for their mutual benefit and that at the time of signing the parties agree to the following projects / possible business transactions being under discussion:

\_\_\_\_\_

Initial: \_\_\_\_\_

**Signed:**

**Party A:** \_\_\_\_\_ Date: \_\_\_\_\_ 20\_\_

**Party B:** \_\_\_\_\_ Date: \_\_\_\_\_ 20\_\_

**Party C:** \_\_\_\_\_ Date: \_\_\_\_\_ 20\_\_

**Party D:** \_\_\_\_\_ Date: \_\_\_\_\_ 20\_\_

**Party E:** \_\_\_\_\_ Date: \_\_\_\_\_ 20\_\_