



Please fill out this Cover Page and return it together with your confidentiality agreement to Fax: +2721 465 8857.

If you are returning via email, please make sure a digital version of your signature is scanned in and placed in the correct area.

Email address: rod@sami.co.za

Name:.....

Last Name:.....

Phone Numbers:.....

.....

Email Address:

Country of Residence:

Home Address:

.....

Current Occupation:.....

.....

Previous Occupation:.....

.....

Contactable References:.....

.....

.....

.....

.....

CONFIDENTIALITY UNDERTAKING

Name:

ID No:.....

WHEREAS

1. The Potential Purchaser has expressed interest in entering into negotiations relating to the purchase of a marketing licence of SA Business & Migration Services. (the Business)
2. As a condition of the Potential Purchaser being furnished with information and documentation relating to the Business, the Potential Purchaser 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 Seller and however such information may be disclosed to them, including, but without limiting the generality of the afore going, whether orally, visually or by reason of inspection of documentation or in any other manner howsoever.
3. The Potential Purchaser furthermore hereby acknowledges that the information and documentation aforesaid is being made available to them solely for the purpose of evaluating the Business with a view to entering into a sale.
4. The Potential Purchaser hereby agrees that such 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 Potential Purchaser or such other persons as may be necessary in order to enable the Potential Purchaser 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 Potential Purchaser hereby agrees and undertakes that they 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 business or any other facts with respect to any possible transaction relating to the Business.
6. The Potential Purchaser hereby undertakes that in the event of the negotiations failing for any reason whatsoever, to promptly re-deliver to the Seller all and any material and/or documentation regarding the Business and that they will not retain any copies, extracts or other reproductions, either in whole or in part, in respect of such material.

7. If the Potential Purchaser, or any of their employees, or any other party to whom the Potential Purchaser 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 Seller 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 of licence 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.

The Potential Purchaser hereby undertakes that:

- 8.1 he understands the contents of this agreement;
- 8.2 he has voluntarily agreed to enter into this agreement;
- 8.3 he is bound by each and every provision hereof;
- 8.4 each and every provision hereof is reasonable and necessary.

THUS DONE AND SIGNED BY THE PROSPECTIVE PURCHASER:

AT _____ ON _____ DAY OF _____ 20__

PROSPECTIVE PURCHASER