

NON-DISCLOSURE AGREEMENT

This is a copy of the Non-Disclosure agreement signed with the school ("Disclosing Party") by:

Smythfield Photography (Pty) Ltd
trading as **That's Me Photography** ("Receiving Party")
Company registration number: **2014/165854/07**

This Nondisclosure Agreement (the "Agreement") is for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. **Definition of Confidential Information:** For purposes of this Agreement, "Confidential Information" shall include all personal information of learners and their parents, such as but not limited to, name, surname, grade, class, date of birth, email addresses, student number, parent code and telephone numbers.
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; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
3. **Obligations of Receiving Party:** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive use of providing secure access to the website www.thatsme.co.za, identifying and tagging the learners photographs on the website, corresponding with parents / users to direct them to www.thatsme.co.za in order to access and purchase their photographs. Receiving Party shall carefully restrict access to Confidential Information to direct employees of That's Me Photography only, and under no circumstances will the information be shared with any third parties or used for any other purpose than outlined above.

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 Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. 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 effect the intent of the parties.

6. 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.

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

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.