

CONFIDENTIALITY UNDERTAKING

BY

IN FAVOUR OF

Natural Selection PTY LTD

1. INTERPRETATION AND DEFINITIONS

1.1. In this undertaking, unless inconsistent with, or otherwise indicated by the context:

1.1.1. "Recipient" is .

1.1.2. The Recipient's address is .

1.1.3. "Discloser" is Natural Selection PTY LTD.

1.1.4. The Discloser's address is Cnr of Elnita ave and Drysdale road, Sundowner, Randburg, 2188.

1.1.5. "Parties" are the Recipient and the Discloser.

1.1.6. "Signature Date" means the date of signature of this undertaking by the Recipient.

1.1.7. "Confidential Information" means information of the Discloser generally relating to Store products and suppliers including, without limitation, all related:

systems;

processes;

samples;

information regarding materials;

research activities and methodologies;

marketing and business information generally;

know-how; and

other related materials of whatever description in which the Discloser has an interest in being kept confidential,

that the Discloser may disclose to the Recipient subsequent to the Signature Date, PROVIDED THAT such disclosures are made in documents clearly marked "CONFIDENTIAL".

1.1.8. "Material" means all material (including, without limitation, documents and electronic data) that includes Confidential Information, which comes into the Recipient's possession, custody or control or that may be generated by the Recipient during the term of this undertaking.

1.2. Words in the singular include the plural and vice versa.

1.3. Words importing any one gender (e.g. he / she / it) include each of the other two genders.

1.4. The headings of the clauses are intended for convenience only and do not affect the interpretation of this undertaking.

2. PREAMBLE

2.1. The Discloser has in the Discloser's possession certain Confidential Information.

2.2. The Recipient may subsequent to the Signature Date be exposed to such Confidential Information, or have such Confidential Information disclosed or otherwise made available to the Recipient.

2.3. The Confidential Information may not be used by the Recipient, otherwise than as may be approved by the Discloser in writing.

2.4. Any use or disclosure of the Confidential Information by the Recipient is subject to the terms and conditions set out in this undertaking.

3. ACKNOWLEDGEMENTS

3.1. The Parties record that this undertaking does not confer any licence in respect of the Confidential Information or associated intellectual property upon the Recipient.

3.2. The Recipient acknowledges that all right, title and interest in and to the Confidential Information vests in the Discloser and that the Recipient has no claim of any nature in and to the Confidential Information.

4. DISCLOSURE

4.1. The Recipient undertakes not (whether directly or indirectly) to disclose any aspect of the Confidential Information to any person.

5. USE

5.1. The Recipient undertakes not (whether directly or indirectly) to use, attempt to use or to assist a third person to use the Confidential Information.

6. MAINTENANCE OF CONFIDENTIALITY

6.1. The Recipient shall take all steps and perform all acts necessary to maintain the confidentiality of the Confidential Information and to prevent the Confidential Information falling into the hands of an unauthorized third party, which steps and actions will, without derogating from the foregoing, not be less stringent than such steps and actions that the Recipient takes to protect the Recipient's own confidential information.

6.2. In addition to clause 6.1, the Recipient will abide by all rules and procedures reasonably required by the Discloser that are designed to protect the Confidential Information.

7. OWNERSHIP OF MATERIAL

7.1. Ownership of all Material vests in the Discloser.

8. RETURN OR DESTRUCTION OF MATERIAL

8.1. The Recipient shall upon the written request of the Discloser or, at the latest, upon termination of this undertaking and at the Recipient's own cost:

8.1.1. destroy the Material and/or return the Material to the Discloser; and

8.1.2. in so far as it is reasonably practicable to do so, delete Confidential Information from any computer, word processor or other electronic device in the Recipient's possession, custody or control,

provided that the Recipient shall not be required to: (i) delete or alter back-up copies of computer files created in the ordinary course of business; or (ii) return or destroy Confidential Information which the Recipient is required to retain under any applicable law, rule or regulation.

9. EXCEPTIONS

9.1. The following information is excluded from the definition of Confidential Information:

9.1.1. information that was lawfully in the possession of the Recipient prior to receipt thereof from the Discloser;

9.1.2. information that is in fact lawfully in the public domain at the Signature Date; or

9.1.3. information that lawfully comes into the public domain after the Signature Date otherwise than as a result of the conduct of the Recipient.

9.2. The Recipient bears the onus of proving that any one of the above exclusions apply.

10. DISCLOSURES TO COURTS / REGULATORY BODIES

10.1. Notwithstanding anything to the contrary contained in this undertaking, the Recipient may disclose Confidential Information where required by a court of law or a regulatory authority having jurisdiction, provided that (unless prohibited by law):

10.1.1. the Recipient provides the Discloser with at least 14 calendar days' notice of any such intended disclosure; and

10.1.2. the Recipient takes all steps necessary to ensure that any such intended disclosure is maintained confidential.

11. TERMINATION

11.1. This undertaking will continue for a period of 24 months from the Signature Date. However, clauses 3 (Acknowledgements), 7 (Ownership of Material), 8 (Return or destruction of Material), 12 (Reliance upon information), 16 (Jurisdiction) and this clause 11 will survive termination of this undertaking and remain in force in perpetuity.

12. RELIANCE UPON INFORMATION

12.1. The Discloser does not make any representation, warranty or undertaking, express or implied, as to the accuracy, completeness or reasonableness of the Confidential Information. Furthermore, the Recipient acknowledges that the Discloser will not (save in the event of fraud) incur any liability for the use of, or the reliance upon the Confidential Information by the Recipient.

13. INTERIM RELIEF

13.1. The Recipient acknowledges that a breach of any of the provisions contained herein would cause the Discloser to suffer loss which could not adequately be compensated for by damages and that the Discloser may, in addition to any other remedy or relief available, enforce the performance of this undertaking by interim interdict or specific performance upon application to a court of competent jurisdiction without proof of actual or special damage and notwithstanding that in any particular case damages may be readily quantifiable, and the Recipient will not plead sufficiency of damages as a defence in the such proceeding for interim relief.

14. AMENDMENT

14.1. No amendment, alteration, addition, variation or consensual cancellation of this undertaking will be valid unless in writing and signed by the Parties.

15. WAIVER

15.1. No waiver of any of the terms or conditions of this undertaking will be binding for any purpose unless expressed in writing and signed by the Discloser and any such waiver will be effective only in the specific instance and for the purpose given.

15.2. No failure or delay on the part of the Discloser in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. JURISDICTION

16.1. This undertaking is governed by the laws of South Africa.

17. SEVERABILITY

17.1. In the event that any of the provisions of this undertaking are found to be invalid, unlawful, or unenforceable such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

SIGNED AT _____ THIS _____ DAY OF _____ 20__

SIGNED AT _____ THIS _____ DAY OF _____ 20__

Natural Selection PTY LTD