



**Non – Disclosure Agreement**



**NON-DISCLOSURE AGREEMENT  
BUSINESS PARTNER  
AND CONFIDENTIALITY AGREEMENT**

**Telcorp ISP Registered Head Office Address: MaxProp House, Unit 2, Valerie Court, 481 Lilian Ngoyi Rd, Morningside, Durban, 4001**  
Reception (0841) 893 5334, Direct Lines: Merven Naidu (082) 653 9273, Deon Koomcaran (076) 793 0300. Admin: Fawazia Madar (082) 407 0400, Fax mail:  
(086) 570 2462, Email [accounts@telcorp.co.za](mailto:accounts@telcorp.co.za), [deon@telcorp.co.za](mailto:deon@telcorp.co.za) [merven@telcorp.co.za](mailto:merven@telcorp.co.za), Admin: [fawazia@telcorp.co.za](mailto:fawazia@telcorp.co.za). For more info or general  
enquiries, visit our website: [www.telcorp.co.za](http://www.telcorp.co.za)



Telcorp Internet Service Provider

Registration Number 1998/033621/23

VAT Number: 4680260942

herein represented by N. Naidu  
in her capacity as Managing Member  
and

**[The Business Partner, or otherwise referred to as BP]**

Herein trading as \_\_\_\_\_

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

VAT Number: \_\_\_\_\_

herein represented by \_\_\_\_\_

ID Number: \_\_\_\_\_

in his capacity as \_\_\_\_\_

duly authorised to enter into this Agreement

(Jointly "**the Parties**")

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enquiries, visit our website: [www.telcorp.co.za](http://www.telcorp.co.za)

## PREAMBLE

Telcorp enters into a Internet Service Provision Agreement with \_\_\_\_\_,

### This application will entail the following process:

**The Commercial Agreement Document** (will be sent to you as soon as we receive your signed NDA); provides product information, details pertaining to the terms and conditions of Commissions Payable, including invoicing deadlines, signed and submitted with the following supporting documentation:

- Signed NDA,
- SA Identity Document / Passport
- Company CIPRO Docs (Ck/Pty)
- Proof of Bank Account / last bank statement (for payments)

## NON-DISCLOSURE AGREEMENT

*During the deliberations, the Parties will disclose to each other certain confidential and proprietary information (confidential information, as defined below). The Parties agree that it is entirely reasonable to enter into this Confidentiality and Non Disclosure Agreement, which agreement is intended to regulate the safekeeping, dissemination and partial disclosure of the confidential information on the terms and conditions set forth herein.*

## WHEREBY THE PARTIES AGREE AS FOLLOWS:

### 1. INTERPRETATION

In this Agreement:

1.1 clause headings are for convenience and are not to be used in its interpretation;

1.2 unless the context indicates a contrary intention:

1.2.1 an expression, which denotes:

1.2.1.1 any gender includes the other genders;

1.2.1.2 a natural person includes a juristic person and vice versa;

1.2.1.3 the singular includes the plural and vice versa;

1.3 the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:

1.3.1 "**confidential information**" shall mean, without limiting the generality of the term

1.3.1.1 information relating to the Disclosing Party's strategic objectives and planning for both its existing and future needs;

1.3.1.2 information relating to the Disclosing Party's business activities, business relationships, products, services, customers and clients (including that of its associated or affiliated companies);

1.3.1.3 information contained in the Disclosing Party's software and associated material documentation.

1.3.1.4 technical, scientific, commercial, financial and market information, know-how and trade secrets;

1.3.1.5 data concerning business, relationships, architectural information, demonstrations, processes and machinery;

1.3.1.6 plans, designs, drawings, functional and technical requirements, specifications; and

1.3.1.7 information concerning faults or defects in the Disclosing Party's systems, hardware and/or software or the incidence of such faults or defects; but excluding information or data which -

1.3.1.8 is lawfully in the public domain at the time of disclosure to the Receiving Party;

1.3.1.9 Subsequently becomes lawfully part of the public domain by publication or otherwise through no fault or breach on the part of the Receiving Party;

1.3.1.10 the Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure to the Receiving Party;

1.3.1.11 the Receiving Party rightfully obtains from a third party who has the right to disclose such information;

1.3.1.12 is independently arrived at or developed by the Receiving Party separate and independent from the disclosure made by the Disclosing Party; is disclosed by the Receiving Party to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances, to the extent permitted by such law or regulation the Receiving Party shall advise the Disclosing Party to take whatever steps it deems necessary to protect the interest in this regard; provided further that the Receiving Party will disclose only that portion of the information which it is legally required to disclose and the Receiving Party will use its reasonable endeavors to protect the confidentiality of such information to the widest extent possible in the circumstances; provided that any combination of features will not be deemed to be within the foregoing exceptions merely because individual features are in the public domain

or in a Party's possession, but only if the combination itself and its principle of operation are in the public domain or in a Party's possession.

1.3.2 **"the Disclosing Party"** means any Party who discloses information to the other Party;

1.3.3 **"the Parties"** means the Parties to this Agreement;

1.3.4 **"the Receiving Party"** means any Party who received or acquires the confidential information of the other Party under any circumstances whatsoever.

1.4 Words and expressions defined in any clause shall, for the purposes of that clause, bear the meaning assigned to such words and expressions in such clause.

## **2. RESTRICTIONS ON DISCLOSURE AND USE**

2.1 The Parties agree, insofar as they may be the Receiving Party:

2.1.1 not to disclose, publish, utilise, employ, exploit or in any manner whatsoever use the confidential information in any manner, for any reason or purpose whatsoever, other than for the Purposes contemplated in the Preamble above, without the prior written consent of the Disclosing Party, which consent may be withheld in the sole and absolute discretion of the Disclosing Party;

2.1.2 they will restrict the dissemination of the confidential information to only those of their personnel and those advisors who are actively involved in providing services for and on behalf of the other Party, and then only on a "need to know" basis and they will initiate internal security procedures to prevent unauthorised disclosure and will take all practical steps to impress upon those personnel who need to be given access to confidential information, the secret and confidential nature thereof;

2.1.3 that any unauthorised publication or other disclosure of the confidential information may cause irreparable loss, harm and damage to the Disclosing Party. Accordingly, the Receiving Party accepts responsibility for a breach by the Receiving Party of the provisions of this Agreement.

## **3. TITLE**

All information disclosed by the Disclosing Party to the Receiving Party is acknowledged by the Receiving Party:

3.1 to be proprietary to the Disclosing Party; and

3.2 not to confer any rights of whatsoever nature in such confidential information to the Receiving Party.

## **4. STANDARD OF CARE**

The Receiving Party shall protect the confidential information of the Disclosing Party in the same manner and with the same endeavor, which the Receiving Party would use to protect his own confidential information. Should the Receiving Party become aware of any unauthorised copying, disclosure or use of confidential information, it shall immediately notify the Disclosing Party thereof in writing and, without in any way detracting from the Disclosing Party's rights and remedies in terms of this Agreement, take such steps as may be necessary to prevent a recurrence thereof.

## **5. RETURN OF INFORMATION**

5.1 The Disclosing Party may at any time request the Receiving Party to return any material containing, pertaining to, or relating to the confidential information save where the Receiving Party is required to retain any such confidential information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or stock exchange or in accordance with internal policy or guidance, or where the confidential information has been disclosed under paragraph 1.3.1.13 above. Alternatively to clause 5.1, the Receiving Party shall, at the instance of the Disclosing Party, destroy such material and furnish the Disclosing Party with a written statement to the effect that such material has been destroyed. The Receiving Party shall comply with a request in terms of this clause 5 within a reasonable amount of time in the circumstances of receipt of such request.

## **6. APPLICABLE LAW**

This Agreement will be governed by and construed in accordance with the laws of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law and the Parties hereby submit to the exclusive jurisdiction of the High Courts of South Africa, in any dispute arising from or in connection with this Agreement.

## **7. NOTICES AND DOMICILIUM:**

7.1 The Parties hereto select as their respective domicilia citandi et executandi the following physical addresses, and for the purposes of giving or sending any notice provided for on our introduction footer page.

As regards:

**The Business Partner Address:**

Fill in your Address

or such other address or telefax number as may be substituted by notice given as herein required.

7.2 Any notice addressed to a Party at its physical or postal address shall be sent by prepaid registered post, or delivered by hand, or sent by telefax. Any notice shall be deemed to have been given:

7.2.1 if posted by prepaid registered post, 10 (ten) days after the date of posting thereof;

7.2.2 if hand delivered, on the day of delivery;

7.2.3 if sent by telefax on the business day following the date of sending of such telefax.

## **8. WHOLE AGREEMENT**

8.1 This Agreement constitutes the whole of the Agreement between the Parties hereto relating to the subject matter hereof and save as otherwise provided herein no amendment, alteration, addition, variation or consensual cancellation will be of any force or effect unless reduced to writing and signed by the Parties hereto or their duly authorised representatives.

8.2 Subject to clause 8.1, the Parties agree that no other terms or conditions, whether oral or written, and whether express or implied will apply hereto.

## **9. WAIVER**

No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, 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.

## **10. VISITS / INTEGRITY**

In the event of one Party visiting any of the facilities of the other Party, the visiting Party undertakes that any further information which may come to its knowledge as a result of any such visit, and any information relating to plant and equipment which may be seen at such facilities, the operation thereof and the various applications thereof, shall be kept strictly confidential and that any such information will not be divulged to any third party and will not be made use of in any way other than for the purposes contemplated in this Agreement, without the other Party's prior written consent. All information is provided "as is" without any warranty, express or implied, as to its accuracy or completeness. Telcorp undertakes in honouring its agreements to BP in terms of upholding its core values, branding, representation, client services and all aspects of business integrity.

## **11. EXCLUSIVITY (Not Applicable for existing resellers with existing reseller agreements, and BP's with pending applications)**

- For the entire duration of this agreement, the Business Partner will not engage directly or be employed / work for / or partner with The network operator MTN, as an Business Partner, officer, director, consultant, agent, owner in any capacity with the network operators, whilst still engaged and marketing the similar campaign with Telcorp as Business Partner. This means the Business Partner cannot apply for these services (as stipulated in marketing in this document and the commercial agreement and that which have been agreed upon by both parties to be marketed) directly or indirectly with the network operator/s / wholesalers, perform any work or any service or communication that will be in conflict of interest to Telcorp, and whilst in contractual agreement with Telcorp, in persuit of same/similar campaign with the network operator wholesaler/service provider/s)

**12. BUSINESS PARTNER ACKNOWLEDGEMENTS** that he/she have been provided with the opportunity to negotiate this agreement, and have had the opportunity to seek legal counsel before signing this agreement, and that the restrictions imposed are fair and necessary for the Company's business interests. Finally, the Business Partner agrees that these restrictions are reasonable and do not constitute a threat to their livelihood.

## **13. APPROVAL**

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Once approved, the BP will have access to Telcorp CRM. Staff ID's need to be sent to our admin office, so BP sales staff will have a unique login access. Training will need to be scheduled asap. Within a day of training, the CRM system will be activated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorised representatives as of the date first written below:

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

**For and on behalf of Telcorp**

NAME: Nirvashnee Naidu  
CAPACITY: Managing Member  
Who warrants that he is duly authorised hereto

.....  
**Signature**

**AS WITNESSES**

1 .....  
2 .....

**for and on behalf of Business Partner**

NAME:  
CAPACITY:  
who warrants that he/she is duly authorised hereto

.....  
**Signature**

**AS WITNESSES**

1 .....  
2 .....

**Contact Details:**

Cell Number \_\_\_\_\_  
Home Telkom Number \_\_\_\_\_  
Office Telkom Number \_\_\_\_\_  
Cell Number (Spouse) \_\_\_\_\_  
Whatsapp Number \_\_\_\_\_

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**For Office Use ONLY:**

Approval: \_\_\_\_\_ Date \_\_\_\_\_

Merven Naidu  
General Manager