



## Agreement of Confidentiality

Entered into by and between:

**Monkeynastix International (Pty) Ltd**

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(Franchisor)

and

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(Instructor)

1. Recordal

- 1.1 The instructor is part of the MONKEYNASTIX franchised Business System ("Franchise Business")
- 1.2 The parties wish to record the terms agreed upon between them concerning the confidence, trust and faith to be maintained and observed by the instructor in respect of the legitimate interests of the instructor and of the Franchise Business.

**The Parties accordingly agree as follows:**

2. During the continuance of the association of the Instructor with the Franchisor, the Instructor shall remain just, loyal and faithful to the Franchisor in the performance of his/her duties and shall use his/her best endeavors to promote, develop and extend the interests of the Franchisor.
3. The instructor shall diligently, efficiently and promptly carry out and obey the Franchisor's lawful instructions conveyed from time to time to him/her and he/she shall render to the Franchisor, as and when requested, such information, particulars and reports in regard to the Franchise Business of the Franchisor as will be required of him/her from time to time.
4. It is recorded that in the performance of his/her duties the instructor will:
  - 4.1 acquire knowledge of the trade secrets, copyright, trademarks, secret processes, technical information, know-how, procedures, security information and special marketing techniques of the Franchisor and the Franchise Business relating to the activities of the Franchisor and the Franchise Business;
  - 4.2 become acquainted with the customers, clients and principals of the Franchisor and those of the Franchise Business;
  - 4.3 derive considerable benefit from the technical and marketing training and experience obtained from the Franchisor and the Franchise Business.
5. For the reasons set out above and *inter alia* the nature of the Franchise Business, it is agreed that for the protection of the proprietary interests of the Franchisor the Instructor, during or after the termination of his/her association / contract by the Franchisor for any reason whatsoever, shall not, directly or indirectly, divulge or use any information or knowledge so acquired by him/her relating to trade secrets, trademarks, security information, secret processes, technical information, procedures, know-how and special marketing techniques of the Franchisor and the Franchise Business to any person whatsoever, whether for his/her benefit or otherwise, save to those officials of the Franchisor whose business it is to know the same.

Signed at \_\_\_\_\_ on \_\_\_\_\_

Instructor

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