

	Herholdt's Group		Revision No:	1.1
	<i>Confidentiality of Company Information</i>		Next Revision Date:	Nov 26
	Document No: POL-040-FIN		Effective Date:	Nov 25

CONFIDENTIALITY OF COMPANY INFORMATION POLICY

	Herholdt's Group Confidentiality of Company Information Document No: POL-040-FIN	Revision No:	1.1
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PURPOSE

1. For purposes of this Policy, **Confidential Information** shall mean the proprietary and sensitive information of the Supplier made known to the Buyer through its interaction with the Supplier, whether patented or not, and regardless of its nature and form (oral, written, visual, electronic, etc.). Without limiting the generality of the foregoing, this information will include all information:
 - 1.1. of a technical, commercial, financial or legal nature;
 - 1.2. relating to the Supplier's relationship with Manufacturers, and
 - 1.3. relating to the pricing of products or discounts
2. but will not include information which:
 - 2.1. is or later becomes part of the public domain through no fault of the Buyer;
 - 2.2. the Buyer acquires in good faith from a third party which is legally entitled to disclose it, and which is not bound by a non-disclosure obligation towards the Supplier; or
 - 2.3. the Parties confirm in writing is disclosed on a non-confidential basis;
3. and the Buyer shall bear the burden of proving that any information it discloses or intends to disclose falls within the foregoing exceptions and the fact that an item is not specifically marked as being "confidential" or "proprietary" or the like, shall not detract from it being an item of Confidential Information;
4. The Buyer acknowledges and agrees that any and all Confidential Information, is strictly confidential and must be protected and safeguarded by the Buyer to prevent unauthorised use, disclosure or sharing of such Confidential Information and the Buyer shall use the same standard of care used to safeguard its own information of a confidential nature (but no less than a reasonable standard of care) and take all reasonable steps to prevent any unauthorised disclosure of the Confidential Information.
5. The Buyer undertakes not to, and shall procure that each of its directors, officers, employees, agents and professional advisers who are required to have access to the Confidential Information (each constituting a **Representative**) shall not, disclose the Confidential Information to any other person other than as authorised herein.
6. Notwithstanding the provisions of clause 4, the Buyer may disclose the Confidential Information to its Representatives, provided that:
 - 6.1. each such person is legally bound by contract or otherwise, not to disclose the Confidential Information; and
 - 6.2. the Buyer has advised each such person in writing that the Confidential Information is subject to a non-disclosure obligation under and in terms of this Policy.
7. The Buyer further acknowledges that neither it nor its Representatives may disclose any of the Confidential Information to any third party (save for any third parties authorised to receive or to be exposed to the Confidential Information including, but not limited to, any external advisors or

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regulators who require such Confidential Information for purposes of advising the; Buyer), other than with the prior written consent of the Supplier.

8. The Buyer shall immediately notify the Supplier in writing of any actual or suspected misuse, misappropriate or unauthorised disclosure of Confidential Information, which may come to the Buyer's attention.
9. The Buyer agrees that the unauthorised or unlawful use or disclosure of the Confidential Information may cause irreparable loss, harm and damage to the Supplier, including both material and intangible harm, losses and damage. Accordingly, the Buyer indemnifies and holds the Supplier harmless against any loss, action, expense, claim, harm or damage, of whatsoever nature, suffered or sustained by the Supplier pursuant to a breach of this Policy by the Buyer or any of its Representatives.
10. The Buyer acknowledges and agrees that damages would not be an adequate remedy for a breach of the provisions of this clause by itself or any of its Representatives and the Supplier shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Buyer, its Representatives or any other person and no proof of special damages shall be necessary for the enforcement by the Supplier of its rights under this Clause against the Buyer.