

CONFIDENTIALITY AND NON-DISCLOSURE UNDERTAKING

Confidentiality and Non-Disclosure Undertaking Between Grindrod South Africa (Proprietary) Limited and

(Insert Full Name of Vendor Company or Individual)

THIS UNDERTAKING IS TO BE MADE BY ALL PERSONS, NATURAL AND LEGAL, (THE VENDOR) WHO ARE GIVEN ACCESS, FOR WHATEVER PURPOSE, TO ANY INFORMATION, CONSIDERED BY GRINDROD SA, TO BE CONFIDENTIAL (AS DEFINED IN THIS UNDERTAKING). THE OBLIGATION RESTS WITH THE VENDOR TO ENSURE THAT ALL PERSONS (NATURAL AND LEGAL) GIVEN ACCESS TO CONFIDENTIAL INFORMATION AND SITE'S (OPERATIONS AND ADMINISTRATIVE FACILITIES), COMPLETE AND FORWARD A COPY OF THIS DOCUMENT TO GRINDROD SA'S HEAD OF PROCUREMENT.

Definitions

- 1.1 **"Confidential Information"** means; all technical, commercial, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and marketing plans business or personnel information disclosed or otherwise made available in any format and/or physical manner by Grindrod SA or becoming available, before, during and/or after the execution of an interaction, duty or obligation including all information that makes itself known to the Vendor or comes into being as a result of the rendering, production and/or delivery of an agreement/understanding/request for quotation/contract or Purchase Order, or any other interaction. Confidential Information shall also include any other information that is marked as "Confidential" or should reasonably be considered confidential Confidential Information excludes information which is already in the possession, or under the control of the Vendor otherwise than as a result of having been disclosed by Grindrod SA to the Vendor or as a result of the preparation and execution of a proposal or any other interaction with Grindrod SA. Confidential Information also excludes information in the public domain for a reason, other than a breach of this Confidentiality and Non-Disclosure Undertaking, with any party, or independently developed by the Vendor without reference to information provided by, Grindrod SA;
- 1.2 **"Deliverables"** means the physical goods, to be supplied and/ or services rendered in terms of the Order ;and shall include any activity, work and/or services to be rendered in conjunction with the Delivery of goods and vice versa;
- 1.3 **"Delivery"** means the completion and/or Delivery of Deliverables in a condition and place acceptable to the Buyer, Acceptance of the Deliverables is not considered to have taken place until payment has been effected.
- 1.4 **"Grindrod SA"** means Grindrod (South Africa) Proprietary Limited (registration number: 1933/004726/07), a limited liability private company duly incorporated and registered in accordance with the laws of the Republic of South Africa;
- 1.5 **"Purchase Order"** means the purchase order placed for deliverables;
- 1.6 **"Vendor"** means [Insert the full particulars of the Vendor, as per clause 1.2 above].

The Vendor and Grindrod SA agree that;

1. The Vendor and Grindrod SA have entered into an agreement / understanding / request for quotation / contract / order or any interaction of whatsoever nature, under which the Vendor may be required to quote on and / or render Deliverables to Grindrod SA and/or Grindrod SA shall be obliged to disclose or otherwise make available to the Vendor, Confidential Information.

2. The Parties are aware that Confidential Information may be disclosed or otherwise be made accessible to the Vendor for the purpose of the Vendor fulfilling its obligations / promises or duties arising from the Agreement / understanding / Request for Quotation / Contract or Purchase Order agreed to and accepted by the Vendor.

3. For the purposes of this Confidentiality and Non-Disclosure Undertaking, The Vendor undertakes;
 - 3.1. to use such Confidential Information only for purposes of performing as required in terms of its obligations / promises or duties arising out of the Agreement / understanding / Request for Quotation / Contract or Purchase Order and for no other purpose whatsoever,
 - 3.2. to hold any such Confidential Information in strict confidence and under proper and reasonable physical security,
 - 3.3. not to disclose such Confidential Information to any person without the prior written authorization from Grindrod SA,
 - 3.4. to, if the Vendor is in doubt concerning the confidentiality of any information or whether the Vendor is authorized to disclose it to any person, request and abide by any written ruling given by Grindrod SA,
 - 3.5. to bring to the attention of Grindrod SA, in writing, any abuse or unauthorized disclosure of such Confidential Information of which the Vendor becomes aware,
 - 3.6. that the provisions of this Confidentiality and Non-Disclosure Undertaking shall survive the termination or expiration of any Agreement / understanding / Request for Quotation / Contract / Purchase Order or any interaction, with Grindrod SA, of whatsoever nature.

Signed at _____ this _____ day of _____ 2016

(For and on behalf of the Vendor)

Signature, name and position:

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Signed at _____ this _____ day of _____ 2016

(For and on behalf of Grindrod SA)

Signature, name and position:

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