

CONFIDENTIALITY

1. Both parties shall, throughout the term of this agreement and after its termination for whatever reason, keep confidential and not disclose its terms and provisions to any other person other than the legal advisors of the respective parties.
2. The employee acknowledges that he / she shall have access to secret and confidential information of the company. The employee shall not, during the period of this agreement or thereafter, use for his / her own benefit, or for the benefit of any other person, or divulge or communicate to any person, (except to the company and to those directors, members and employees of the company whose province it is to know same) any of the secret and confidential information of the company, which he / she may receive or obtain in relation to the company's affairs. The employee accepts that disclosure of such secret and confidential information and/or other confidential material shall constitute a material breach of this agreement, entitling the company and/or the client to take such action against him/her as it/they deem/s fit under such circumstances.
3. For the purpose of this clause "secret and confidential information" means any confidential and/or secret information, including but not limited to artistic works, designs, drawings, sketches, plans, technical know-how and data, systems, software, processes, methods, client/customer lists and marketing or financial information. Secret and confidential information shall also include any programmes or programming developed by/for the company, contracts and personal introductions at all levels, patents, trade-marks and copyrights.
4. The employee undertakes to refer all queries, requests for information, details sought, and any other information elicited, by any member of the press or media to the company and undertakes that no information of whatsoever nature pertaining to the affairs of the company shall be furnished by the employee to the press or media.
5. The employee undertakes that any enquiries made, or information sought by any member of the South African Police Services shall be referred to the company and undertakes further not to furnish any information of whatsoever nature pertaining to the affairs of the company to any member of the South African Police Services unless legally obliged so to do.