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**PROPRIETARY INFORMATION MUTUAL NON-DISCLOSURE AGREEMENT**

between

**BAXTER DATA CC** (“Baxter Data”) and \_\_\_\_\_ (“CLIENT”)

**Agreement Dated:** \_\_\_\_\_

In order to protect the trade secrets, patents and other proprietary rights of Baxter Data and CLIENT, they mutually agree that in consideration of disclosures made by one party to the other party the following is agreed to:

1. The other party will hold in confidence all information disclosed on or after this date concerning the trade secrets and confidential information of Baxter Data and of CLIENT describing the DESIGN SPECIFICATION \_\_\_\_\_ and not divulge such information except as necessary to its employees, who shall agree in writing to be bound by this agreement.
2. The obligations under paragraph 1 shall not apply to confidential information which is already known to the Other Party at the time that it is disclosed to it, or which, before being divulged by Baxter Data or CLIENT (a) has become publicly known through no wrongful act of the Other Party; (b) has been independently developed by the Other Party; or (c) has been approved for release by written authorization of Baxter Data or CLIENT.
3. Neither Party will be in breach of this agreement if Trade Secrets are disclosed pursuant to a requirement of a government agency or a requirement of the law, providing no other disclosures are made.
4. Both Parties hereby acknowledge that disclosure or use of any Trade Secrets could cause irreparable harm and significant injury to Baxter Data and CLIENT which may be difficult to ascertain. Accordingly, the parties agree that Baxter Data and CLIENT shall have the right to seek an immediate injunction enjoining any breach of this agreement.
5. Upon request, all documents received by the other party in connection with this agreement will either be destroyed or returned.
6. The parties agree that nothing contained in this agreement shall be construed as granting any rights, by license or otherwise to the Other Party, and the other party shall not have any right in the Trade Secrets disclosed pursuant to this agreement.
7. This agreement shall be governed by and construed in accordance with the laws of South Africa and shall remain in effect for three (3) years

**IN WITNESS THEREOF**, the parties hereto have caused this agreement to be executed as of the date written above.

BAXTER DATA cc

CLIENT

By \_\_\_\_\_

By \_\_\_\_\_

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_