

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into as of (insert date) _____ by and between: Pinelands Community Improvement District (hereafter "Disclosing Party"), with its principal place of business located at Unit B12, Pinelands Business Park, New Mill Road, Pinelands 7450

and _____ (hereafter "Receiving Party"), whose principal place of business is at _____ .

This NDA applies to the information contained in Appendix A of the: Request for Quote (RFQ) for the purchase, installation, and maintenance of public safety cameras: "Phase 1"

1. Definition of Confidential Information. For the purposes of this Agreement, "Confidential Information" shall include all data, materials, and information, including but not limited to the location of camera placements, technology specifications, and other aspects of physical security plans, provided by the Disclosing Party to the Receiving Party.

2. Obligations of Receiving Party. The Receiving Party agrees to (i) maintain the confidentiality of the Confidential Information; (ii) not use the Confidential Information for any purpose except to perform services for the Disclosing Party; (iii) limit access to Confidential Information to its employees who need to know such information for the performance of their duties; and (iv) not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party.

3. Exclusions from Confidential Information. Confidential Information shall not include information that (i) is or becomes publicly known through no fault of the Receiving Party; (ii) is lawfully received from a third party without a duty of confidentiality; (iii) is independently developed by the Receiving Party; or (iv) is disclosed under the order of a court or governmental authority.

4. Term. The obligations of this Agreement shall remain in effect for a period of 5 years from the date of disclosure of the Confidential Information.

5. Return of Confidential Information. Upon termination of this Agreement or upon the Disclosing Party's written request, the Receiving Party shall return or destroy all copies of the Confidential Information.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of South Africa.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, whether written or oral, concerning the subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the date first above written.

Disclosing Party's Signature below

Name: _____

Date: _____

Receiving Party's Signature below

Name: _____

Date: _____