|  |  |
| --- | --- |
| By |  |
| (‘the contractor) |
|  |  |  |
| in favour of | NEDBANK LIMITED(‘the bank’) |  |

1. INTERPRETATION
	1. In this declaration of secrecy, unless a contrary intention clearly appears:
		1. ‘b**ank**’ shall mean Nedbank Limited;
		2. ‘**data**’ shall mean information captured in and/or on any record, file, magnetic disk, computer printout, tape, programme, microchip or other source;
		3. ‘**contractor** shall mean the contractor whose name appears above, who is not employed by the bank but is currently working at the bank. This includes all contingent staff who are non-payroll employees and/or are performing work for the bank representing one of the bank’s vendors on a contract and/or temporary basis;
		4. ‘**information**’ shall mean all information relating to the financial, business and/or other affairs of the bank, its staff members, clients and suppliers which the contractor acquires directly or indirectly through his/her work with the bank;
		5. ‘**internal work procedures**’ shall mean all and any procedure(s) and/or system(s) that are now being used or have in the past been used or will in the future be used in and/or by the bank including, but not limited to, manuals, schedules, workings, catalogues, directories, formulae, reports, precedents, client lists, memoranda, documents, strategies, project plans, policies, user guides, software, software documentation, technical specifications, data dictionaries and design specifications;
		6. ‘**media**’ shall mean any technology media of the bank, including any magnetic disk, tape, microchip, microfiche document, film or video;
		7. ‘**protected information**’ shall mean the whole or any aspect, element, part and/or component of data, information, internal work procedures and/or media, which the bank has either an interest or a legal duty to protect.
2. **ACKNOWLEDGEMENT**

The contractor hereby acknowledges:

* 1. that by virtue of the nature of the business of the bank it shall be essential that the strictest confidentiality and secrecy be maintained with regard to all protected information;
	2. that the breach of any undertaking or provision contained in this declaration of secrecy shall entitle the bank to ensure that the contractor is no longer working at the bank without prejudice to such other claims as the bank may have against the contractor and/or his/her employer, whether for damages or otherwise.

## **UNDERTAKINGS**

The contractor hereby irrevocably agrees and undertakes in favour of the bank:

* 1. to observe the strictest privacy and secrecy with regard to all protected information;
	2. not to disclose any protected information to any third party, unless duly authorised thereto in writing;
	3. to utilise all protected information only in the fulfilment and execution of his/her duties and responsibilities as a contractor at the bank and not for any unauthorised purpose whatsoever, whether for his/her own benefit or for the benefit of any other person;
	4. not to copy or remove from the bank's premises any protected information, unless required to do so in the fulfilment and execution of his/her duties and responsibilities as a contractor at the bank or duly authorised thereto in writing;
	5. in regard to the authorised copying and/or removal of any protected information in terms of clause 3.4 above, to ensure that the protected information so copied and/or removed shall be used only for the purpose for which written authorisation was given and for no other purpose whatsoever;
	6. not to modify and/or destroy any protected information without proper authorisation and without ensuring that there is sufficient back-up of such protected information under the control and ownership of the bank;
	7. to adhere to internal work procedures.

## **COPYRIGHT**

The contractor shall disclose to the bank all works eligible for copyright made by the contractor in the course of or during the carrying out of his/her duties as a contractor at the bank, irrespective of whether such works were made during office hours or otherwise or on the premises of the bank or otherwise. The ownership of the copyright in such works shall vest in the bank and the contractor hereby waives in favour of the bank any so-called moral or residuary rights that may accrue to the contractor in any works as aforementioned.

## **TERMINATION**

On termination of the contractor’s work at the bank for any reason whatsoever, the contractor:

* 1. shall return to the bank all protected information in the possession of the contractor; and
	2. shall not retain and/or remove any protected information in any form whatsoever.

## **UNAUTHORISED ACCESS TO AND/OR USE OF PROTECTED INFORMATION**

The contractor acknowledges that:

* 1. the unauthorised access to and/or use of protected information, and/or
	2. the unauthorised use and/or misuse of any property of the bank,

shall constitute a serious breach of the contractor’s obligations to the bank and may lead to legal consequences.

## **SEVERABILITY**

Each of the undertakings given by the contractor in this declaration of secrecy and every combination of such undertakings shall be separate and severable from every other such undertaking or combination of undertakings, and the invalidity and/or unenforceability of one or more undertaking(s) shall not affect the validity and/or enforceability of the remaining undertaking(s).

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Signed at |  | on | / | / |  |
|  | *(place)* |  | *(day)* | *(month)* | *(year)* |

|  |  |  |
| --- | --- | --- |
| AS WITNESSES |  |  |
| 1. |  |  |  |
|  |  |  |  |
|  |  |  |  |
| 2. |  |  |  |
|  |  |  | Contractor’s signature |