

NON-DISCLOSURE AGREEMENT

CONFIDENTIALITY UNDERTAKING IN FAVOUR OF

HappyMe (Pty) Ltd

I/We, the undersigned, contemplate to enter into a franchise agreement with HappyMe (Pty) Ltd, hereinafter referred to as Franchisor. To enable me/us access to confidential documentation / information relating to the business methods applied in Franchisor's operations as well as to confidential performance figures and projections, and to protect Franchisor's legitimate interest, I/we herewith declare the following:

1. I/we acknowledge that the material / information, or any part thereof, was made accessible to me/us on the express understanding that the knowledge derived therefrom is to be used exclusively for the purpose of accepting or rejecting the franchise proposal currently under negotiation.
2. I/we undertake to maintain full confidentiality. Especially I/we shall not make copies of the material / information by any means whatsoever, nor shall I/we make the material / information available to any third party or use them or part of them in any way whatsoever, either now or at any time in the future, for any purpose other than for the purpose for which disclosure was made.
3. I/we acknowledge that prior to entering into negotiations with Franchisor, I/we had insufficient knowledge of the type of business carried on by Franchisor and, therefore, could not have successfully operated such a business without the material / information to be divulged by Franchisor during negotiations. I/we acknowledge therefore that the restraints set out above do not constitute a threat to my/our fair entitlement to earn a living. I/we agree that this restraint shall endure for as long as the material / information remains confidential or otherwise protectable in law, calculated from date of signature hereof.
4. I/we understand that by signing this undertaking, I/we do not enter into any binding obligation other than to maintain absolute confidentiality and to abstain from setting up business in opposition to Franchisor. I/we further understand that it will not be considered a breach of this Confidentiality Undertaking if I/we have the material / information scrutinised by my/our bona fide professional advisors, these to be either drawn from among registered professionals in the legal or accounting field, or to be individuals approved in advance in writing by Franchisor.

I/we confirm that I/we understand the contents of the above document and am/are aware of the consequences of signing it.

Signed at on this the day of 2013.

Full name:

Signature(s):