

Valere Inside
Glen Eagle Estate
Kempton Park
1619

M: +27790561423
E: traceybf@valereinside.co.za
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NON-DISCLOSURE AGREEMENT
(Mutual Confidentiality Agreement)

This Non-Disclosure Agreement ("Agreement") is entered into and made effective on

(date) by and between:

Valere Inside (Pty) Ltd, a company duly registered (**Reg:** 2025/539927/07) under the laws of South Africa, with its principal place of business at Kempton Park, 1619, herein referred to as the

"Service Provider",

and

, a [natural person / legal entity] residing at/registered at

, herein referred to as the **"Recipient"**.

Collectively referred to as the "Parties".

1. Purpose

The Parties wish to engage in discussions and/or services in relation to personal development, corporate training, coaching, systems implementation, wellness, and other related services offered by Valere Inside. During this relationship, it may be necessary for either Party to disclose certain confidential, personal, sensitive, proprietary, or otherwise private information ("*Confidential Information*").

2. Confidential Information

To this Agreement, "Confidential Information" includes, but is not limited to:

- Business processes, strategies, financials, operations, and marketing plans
- Personal experiences, reflections, developmental goals, and emotional disclosures
- Training materials, methodologies, assessments, and coaching techniques
- Any verbal, written, electronic, or visual information shared in trust during consultations, sessions, or correspondence

Director: Tracey B Fidler
Valere Inside (Pty) Ltd Reg: 2025/539927/07
COMENSA Membership: 15076
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This Agreement applies whether the **Confidential Information** is disclosed orally, visually, in writing, or electronically.

3. Obligations of Confidentiality

The Recipient agrees to:

- a. Keep all Confidential Information strictly confidential;
- b. Use the Confidential Information solely for the purpose of engaging with Valere Inside's services;
- c. Not disclose, publish, or disseminate any Confidential Information to any third party without prior written consent;
- d. Take reasonable steps to protect the Confidential Information from unauthorised use or disclosure.

The Service Provider undertakes to respect and protect any personal or sensitive disclosures made by the Recipient during sessions or training, always upholding a duty of professional confidentiality.

4. Data Protection & AI Usage

Valere Inside is committed to the protection of personal information in accordance with the **Protection of Personal Information Act (POPIA)**. We take all reasonable and necessary technical and organizational measures to ensure the integrity and confidentiality of data under our control. This includes, but is not limited to, the use of secure AI processing environments where 'Activity Tracking' and 'Data Training' features are disabled to prevent the permanent storage or secondary use of confidential information by third-party model providers. While we leverage advanced technologies to enhance our services, we maintain a 'privacy-by-design' approach to ensure that your proprietary data remains protected to the best of our ability and is never utilized to train public machine-learning models.

5. Exclusions

This Agreement does not apply to information which:

- a. Was in the public domain at the time of disclosure or becomes publicly known through no breach of this Agreement;
- b. Was lawfully known by the Recipient prior to disclosure;
- c. Is disclosed under legal compulsion by a court or governmental authority, provided the other Party is given prompt notice and opportunity to object.

6. Duration

This Agreement shall remain in effect for **five (5) years** from the date of the last disclosure of Confidential Information, or for the duration of the business relationship plus one year, whichever is longer.

7. Return or Destruction of Materials

Upon termination of the business relationship, each Party shall, at the request of the other, return or destroy any materials containing Confidential Information, including digital and printed records.

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8. No Licence or Ownership Transfer

Nothing in this Agreement shall be construed as granting any licence or ownership rights in or to the Confidential Information.

9. Breach and Remedies

In the event of a breach of this Agreement, the non-breaching Party shall be entitled to seek appropriate legal remedies, including but not limited to an interdict (*injunction*), damages, or other relief permitted by South African law.

10. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the **Republic of South Africa**, and the Parties consent to the jurisdiction of the **High Court of South Africa** (or applicable Magistrate's Court) in the event of a dispute.

11. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning confidentiality and supersedes all prior agreements or understandings, whether oral or written.

12. Amendments

No amendment or modification to this Agreement shall be valid unless in writing and signed by both Parties.

SIGNED:

Valere Inside (Pty) Ltd.

Name: _____

Signature: _____

Date: _____

Client: _____

Name: _____

Signature: _____

Date: _____

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