



## RESELLER'S AGREEMENT

between

**Mix 'n' Eat** a South African registered company,

and

\_\_\_\_\_ THE "RESELLER", with ID number \_\_\_\_\_

### 1. DEFINITIONS

#### **Confidential Information**

All intellectual property and/or Information in whatever form relating to the Discloser, that is disclosed, whether before or after the date of this agreement, to the Reseller, the fact of and details of the discussions or communications between the Discloser and the Reseller in relation to the Permitted Purpose, the existence and contents of this agreement, but not including Public Information.

#### **Data Protection Laws**

All applicable laws relating to data protection or data privacy in the Republic of South Africa (including the Protection of Personal Information Act, 2013) and/or any other jurisdiction which may apply to a party.

#### **Discloser**

The party disclosing the Confidential Information and includes other members of its group (as such term is defined in the Companies Act, 2008), its directors, officers, employees, shareholders, agents, advisers, and representatives.

#### **Information**

Includes all commercial, financial, trading, business, technical, operational, organisational, or legal information of any nature in whatever form, including forecasts, data, know-how, analyses, compilations, studies, presentations, proposals and plans, whether in writing, conveyed orally or visually or in or on any form of electronic media or computer programme or recording, including data containing or otherwise reflecting or generated from such information.

#### **Permitted Purpose**

The purpose for which the Confidential Information will be disclosed and exchanged, being the consideration, evaluation, planning, negotiation and/or implementation of a potential business agreement or arrangement between the parties.

#### **Personal Information**

'Personal information' or 'Personal Data' as defined in the relevant Data Protection Laws.

#### **Public Information**

Information which:

1. is, or subsequently becomes, public knowledge other than as a direct or indirect result of the Information being disclosed in breach of this undertaking or through an act or omission on the part of the Reseller; or
2. is or was lawfully received from a third party not under any confidentiality obligations in respect of the Information; or
3. is required to be disclosed under operation of law or court order (but then only to the extent and for the purpose required).

**Reseller**

The party receiving the Confidential Information and includes other members of its group (as such term is defined in the Companies Act, 2008), its directors, officers, employees, shareholders, agents, advisers, and representatives.

**Signature Date**

The date upon which the last of the named parties to this agreement signs this agreement

**2. BUSINESS MODEL**

2.1. The Reseller shall purchase a minimum stock amounting to R1000 per calendar month in order to retain reseller status and wholesale prices. The minimum order amount is averaged out over a maximum of 6 months.

2.2 Stock is resold at a retail price as suggested by Mix 'n' Eat to a maximum price as given in writing, no minimum price applies.

2.3 The Reseller can make use of Mix 'n' Eat logo, photographs and other media in order to promote their sales, as long as it does not compromise the integrity and reputation of Mix 'n' Eat.

2.4 The Reseller can terminate this agreement in writing at any time, with no notice period required.

2.5 Mix 'n' Eat can terminate this agreement at any time, with no notice period required. In this event, any stock which has been delivered to the reseller and not yet sold, will remain the possession of the reseller for personal use or for resale until such stock is depleted.

2.6 Upon receipt of payment, the purchaser shall have a period of fourteen (14) days to request a refund, subject to a deduction of ten percent (10%) of the original payment amount as an administrative fee, provided that the purchaser's order has not yet been delivered to the purchaser's designated location. Should the purchaser's order have already been delivered, no refunds shall be issued.

**3. CONFIDENTIALITY**

3.1. The Reseller will keep the Confidential Information strictly private and confidential. The Reseller will only use the Confidential Information for the Permitted Purpose. The Reseller will not disclose, directly or indirectly, the Confidential Information (or allow it to be disclosed), unless permitted by the Discloser in writing.

3.2. The Reseller will not disclose any Confidential Information to third parties except those directors, officers, employees, consultants, agents, advisors, or financiers who are required to have the Confidential Information on a need-to-know basis in relation to the Permitted Purpose, and who have signed a non-disclosure undertaking substantially like this agreement in content.

3.3. The Reseller will notify the Discloser promptly on becoming aware of any unauthorised disclosure or use of any Confidential Information. The Reseller will be liable for any breach of this agreement by the Reseller or by those persons to whom the Reseller discloses the Confidential Information.

**4. RETURN OR DESTRUCTION**

The Reseller will promptly return or destroy, in accordance with the Discloser's direction, all Confidential Information (including all copies) on request of the Discloser. On the request of the Discloser, the other party agrees to certify it has completed such requested action.

**5. NO LICENSE GRANTED**

Nothing in this agreement is intended to grant any rights to the Reseller under any patent, copyright, trade secret or other intellectual property right nor shall this undertaking grant the Reseller any rights in or to the Discloser's Confidential Information.

## 6. TERM

This agreement commences on the Signature Date and will continue for so long as any Information remains proprietary and confidential to the Disclosing Party and does not become Public Information.

## 7. NO WARRANTIES OR OTHER AGREEMENT

7.1. Neither this agreement, nor the supply of Confidential Information, constitutes a commitment by the Reseller or the Discloser to conclude any undertaking in connection with the Permitted Purpose and it does not impose an obligation on either party to continue discussions or negotiations in connection with the Permitted Purpose.

7.2. All Confidential Information disclosed is **“AS IS”** and without warranty.

## 8. DATA PROTECTION

8.1. The parties will comply with all applicable requirements and obligations of the Data Protection Laws.

8.2. Each party shall take all appropriate technical and organizational security measures to ensure that Personal Information supplied by the other party in connection with this agreement is protected against unauthorized access, use, modification, deletion, disclosure, or other misuse.

8.3. Each party shall ensure that all persons processing Personal Information on its behalf shall, in respect of the Personal Information:

8.3.1 not process any Personal Information supplied by the Discloser for any purpose other than necessary for the Permitted Purpose;

8.3.2. ensure that all personnel who have access to and/or process such Personal Information keep such Personal Information confidential; 3

8.3.3. notify the Discloser immediately of a data breach, or a suspected data breach.

## 9. GENERAL PROVISIONS

9.1. This agreement shall be governed by and interpreted in accordance with South African law.

9.2. Any amendment or cancellation of this agreement must be agreed between the parties in writing.

9.3. No indulgence or waiver of any provision of this agreement shall be binding unless given by the relevant party in writing.

9.4. In this agreement:

9.4.1. the words **“include”**, **“including”** and **“in particular”** are by way of example only and shall not limit the generality of any preceding words;

9.4.2. the words **“other”** and **“otherwise”** shall be interpreted as widely as possible and will not be limited by any preceding words;

9.4.3. its provisions shall not be interpreted against the party drafting it; and

9.4.4. if any provision becomes illegal, invalid or unenforceable, such provision shall be severed, to the extent of its illegality, invalidity or unenforceability, from the balance of this agreement.

10.

**RESTRAINT OF TRADE.**

In order to protect the employer's proprietary interests, for the duration of this contract and for twelve months after the termination of this contract you shall not engage to work for or on behalf of an organisation in direct competition with Mix 'n' Eat, nor establish your own business in competition with Mix 'n' Eat. Nor shall you solicit in competition with Mix 'n' Eat the custom of any person who has at any time during the period of your employment by the Company been a customer of the Company or who will become a customer of the Company as a result of any tender, negotiations, arrangements or proceedings made or taking place at the date of such termination.

SIGNED by the parties as follows:

**For MIX 'N' EAT**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature: who warrants that he / she is duly authorised thereto

**For RESELLER**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature: who warrants that he / she is duly authorised thereto

Home / Business Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

\*Return Completed Form via E-mail: [sales.mixneat@gmail.com](mailto:sales.mixneat@gmail.com)