CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (FRANCHISEE)

(v01-09042026)

BETWEEN

TWENTY THREE STAR (PTY) LTD T/A PEDROS

(Registration Number: 2019/087335/07)

Duly represented by,Click or tap here to enter text.**,** Click or tap here to enter text.

(hereinafter referred to as "Pedros")

And

Click or tap here to enter text. **(PTY) LTD**

(Registration Number: Click or tap here to enter text.**)**

Duly represented by Click or tap here to enter text.**,** Click or tap here to enter text.

(hereinafter referred to as the "Franchisee")

KEY COMMERCIAL TERMS AND TIMELINES

KEY COMMERCIAL TERMS AND TIMELINES	
ITEM	**DETAIL**
Disclosing Party (Pedros)	Twenty Three Star (Pty) Ltd t/a Pedros (Reg. No. 2019/087335/07)
Receiving Party (Franchisee)	[Insert Franchisee's full registered name and registration number]
Effective Date	[Date of signature of the Franchise Agreement, or date of signature of this Agreement, whichever is earlier]
Authorised Purpose	Use of Confidential Information solely for evaluating, negotiating, and/or performing the Franchisee's rights and obligations under the Franchise Agreement
Duration — Confidentiality	For the duration of the franchise relationship and for 2 (two) years after termination or expiry of the Franchise Agreement, or for as long as the information remains confidential, whichever is longer. Trade Secrets: indefinitely.
Non-Solicitation Period	12 (twelve) months following termination or expiry of the Franchise Agreement
AI Restriction	Prohibited without prior written consent of Pedros
Data Protection	Full compliance with POPIA required. Breach notification to Pedros within 24 hours
Return / Destruction	Within 30 days of termination or written request; certification within 45 days
Breach Remedy Period	14 (fourteen) days' written notice to remedy
Governing Law	Republic of South Africa
Jurisdiction	Exclusive — KwaZulu-Natal High Court, Durban
Notice Period (Termination)	As per the Franchise Agreement
Pedros Contact	legal@pedroschicken.co.za | 031 569 1029

PREAMBLE

The Franchisee has entered into, or intends to enter into, a franchise agreement with Pedros (the "Franchise Agreement") and, in the course of the franchise relationship, will have access to, and will develop knowledge of, Confidential Information of significant commercial value to Pedros. The Franchisee acknowledges a duty of good faith toward Pedros arising from the franchise relationship, and a corresponding duty to protect Pedros' proprietary and confidential information. This Agreement formalises and supplements those obligations.

1. INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires:

1.1.1. "Agreement" means this Confidentiality and Non-Disclosure Agreement, including all annexures and amendments.

1.1.2. "Authorised Purpose" means the specific purpose described in clause 2 for which the Franchisee is permitted to use Confidential Information.

1.1.3. "Confidential Information" has the meaning ascribed to it in clause 3.

1.1.4. "Data Subject" means the individual to whom Personal Information relates.

1.1.5. "Effective Date" means the date of signature of this Agreement by the last party to sign.

1.1.6. "Franchise Agreement" means the franchise agreement entered into, or to be entered into, between Pedros and the Franchisee in respect of the operation of a Pedros-branded restaurant, as amended, renewed, or replaced from time to time.

1.1.7. "Information Regulator" means the Information Regulator of South Africa established under POPIA.

1.1.8. "Pedros Group" means Twenty Three Star (Pty) Ltd t/a Pedros, its holding company, subsidiaries, affiliates, associated companies, and any entities in the Pedros franchise network.

1.1.9. "Personal Information" has the meaning ascribed to it in POPIA.

1.1.10. "POPIA" means the Protection of Personal Information Act 4 of 2013 (South Africa).

1.1.11. "Representatives" means the Franchisee's directors, officers, employees, contractors, and professional advisors who need to know Confidential Information strictly for the Authorised Purpose.

1.1.12. "Trade Secrets" means any Confidential Information that constitutes a trade secret as recognised under South African law, including recipes, processes, proprietary formulae, and operational know-how.

1.2. Words importing the singular include the plural and *vice versa*; words importing one gender include other genders; and references to persons include natural persons, juristic persons, and unincorporated entities.

1.3. Clause headings are for convenience only and shall not affect interpretation.

1.4. The *contra proferentem rule* of interpretation shall not apply to this Agreement. This Agreement has been negotiated by the parties and shall be interpreted in accordance with its plain meaning.

2. PURPOSE AND AUTHORISED PURPOSE

2.1. The purpose of this Agreement is to protect and regulate the use and disclosure of Confidential Information by the Franchisee in connection with the franchise relationship.

2.2. The Authorised Purpose is the use of Confidential Information strictly and solely for the proper performance of the Franchisee's obligations under the Franchise Agreement.

3. CONFIDENTIAL INFORMATION

3.1. "Confidential Information" means all information, in whatever form or medium, that is disclosed by or on behalf of Pedros or the Pedros Group to the Franchisee, whether directly or indirectly, before or after the Effective Date, and whether marked as confidential or not, including information that is or ought reasonably to be understood to be confidential.

3.2. Without limitation, Confidential Information includes:

3.2.1. all records, communications, documents, data, and materials disclosed in written, oral, electronic, visual, digital, machine-readable, or any other format, including letters, agreements, messages, codes, data, formulae, recipes, specifications, blueprints, designs, plans, processes, notes, extracts, and reports;

3.2.2. business and commercial information including strategies, expansion plans, franchise models, operational procedures, store and network performance data, analytics, marketing strategies, campaigns, advertising strategies, promotions, launches, packaging designs, sales tools, and sales strategies;

3.2.3. financial information including financial data, forecasts, projections, profitability, cash-flow information, pricing structures, pricing models, procurement information, supplier agreements, and client and supplier details or databases;

3.2.4. operational information relating to Pedros restaurants and franchises, including operational processes, operational manuals, instruction manuals, user guides, internal policies, training material, and proprietary documentation;

3.2.5. technology-related information including software, algorithms, APIs, databases, integrations, point-of-sale systems (POS), source codes, technical documentation, system architecture, specifications, telemetry, system logs, monitoring tools, analytics platforms, and any related technical data;

3.2.6. intellectual property of Pedros or the Pedros Group, including trade marks, patents, domain names, designs, copyright works, know-how, Trade Secrets, proprietary techniques, confidential processes, and methodologies, whether registered or unregistered;

3.2.7. Personal Information relating to Pedros' employees, customers, suppliers, partners, prospective partners, or franchisees, as defined in POPIA;

3.2.8. any materials created, generated, derived, or produced in connection with this Agreement that contain or incorporate Pedros Confidential Information;

3.2.9. any information stored or processed within technological environments, including cloud systems, backups, disaster recovery environments, artificial intelligence or machine learning systems, analytics platforms, monitoring tools, or other digital or electronic communication systems, including email systems, messaging applications, and collaboration platforms; and

3.2.10. any ideas, concepts, know-how, observations, or principles derived from the study, testing, or analysis of Pedros' systems, software, processes, or intellectual property.

3.3. Confidential Information expressly includes both present and future rights relating to Pedros, its business outlets, franchises, systems, operations, and intellectual property. The fact that information could be assembled from publicly available sources does not, in itself, remove it from the scope of Confidential Information if the particular compilation or synthesis is not publicly available.

3.4. Excluded Information. Confidential Information does not include information which the Franchisee can demonstrate, by clear and convincing evidence:

3.4.1. was or becomes publicly available through lawful means and not as a result of a breach of this Agreement or any other obligation of confidence;

3.4.2. was lawfully known to the Franchisee prior to its disclosure by Pedros, as evidenced by written records predating disclosure; or

3.4.3. is lawfully received by the Franchisee from a third party who is not subject to any confidentiality obligation in respect of such information.

3.5. For the avoidance of doubt, information shall not be deemed to fall within the exclusions above merely because it is known in general terms; the exclusion applies only to the specific information in the specific combination or form disclosed.

4. FRANCHISEE OBLIGATIONS

4.1. The Franchisee undertakes, for the duration of the franchise relationship and thereafter in accordance with clause 13:

4.1.1. to use Confidential Information solely for the Authorised Purpose;

4.1.2. not to use Confidential Information for personal benefit or for the benefit of any third party;

4.1.3. not to exploit Confidential Information in any manner that competes with or prejudices Pedros;

4.1.4. not to disclose Confidential Information to any person except: (a) authorised Pedros personnel where strictly necessary for the performance of duties; or (b) with the prior written consent of Pedros; and

4.1.5. to comply with all Pedros policies and procedures relating to confidentiality, IT security, and data protection.

4.2. The Franchisee shall exercise the highest degree of care in protecting Confidential Information and shall implement all security measures prescribed by Pedros, including access controls, authentication protocols, secure handling, and incident reporting.

4.3. The Franchisee shall immediately report to Pedros any actual or suspected breach of confidentiality or security incident involving Confidential Information.

4.4. The Franchisee may only use systems, software, devices, and third-party tools that are approved by Pedros. The Franchisee shall not introduce or process Confidential Information on any unauthorised platform or personal device.

5. OWNERSHIP AND NO LICENCE

All Confidential Information and all intellectual property rights in and to Confidential Information shall at all times remain the sole and exclusive property of Pedros and the Pedros Group. Nothing in this

Agreement grants the Franchisee any licence, interest, right, or title in or to any Confidential Information or any intellectual property of Pedros.

6. ARTIFICIAL INTELLIGENCE RESTRICTIONS

6.1. The Franchisee shall not, without the prior written consent of Pedros, input, upload, transmit, paste, process, or otherwise expose any Confidential Information to any artificial intelligence, machine learning, large language model (LLM), generative AI, automated data analysis, or similar system or platform, whether proprietary or third-party.

6.2. This prohibition includes, without limitation:

6.2.1. generative AI platforms, conversational AI systems, and LLMs (including but not limited to publicly available models and enterprise AI services);

6.2.2. machine learning training pipelines, automated model-refinement systems, and data mining tools;

6.2.3. analytics platforms that employ AI or probabilistic modelling techniques; and

6.2.4. any system capable of retaining, memorising, indexing, or reproducing information input into it, where that system is operated by or accessible to persons other than the Franchisee's authorised Representatives.

6.3. Under no circumstances may Confidential Information be used to:

6.3.1. train, fine-tune, or improve any artificial intelligence or machine learning model;

6.3.2. create, curate, or contribute to any training dataset or benchmark;

6.3.3. develop or enhance any data product, analytics service, or automated decision-making system; or

6.3.4. generate derived outputs, synthetic data, or model embeddings based on Pedros' Confidential Information.

6.4. The Franchisee shall ensure that Confidential Information does not become embedded within any machine learning model, training dataset, prompt history, retrieval-augmented generation (RAG) system, or derived analytical environment.

6.5. Any breach of this clause shall be treated as a material breach of this Agreement entitling Pedros to exercise all remedies available to it, including seeking urgent interdictory relief.

7. DATA PROTECTION AND POPIA COMPLIANCE

7.1. The Franchisee shall process Personal Information only for the Authorised Purpose and in accordance with POPIA and all applicable data protection laws and regulations.

7.2. The Franchisee undertakes to:

7.2.1. process Personal Information only for the Authorised Purpose and only to the extent strictly necessary for that purpose;

7.2.2. implement and maintain appropriate technical and organisational security measures to protect Personal Information against loss, damage, unauthorised access, disclosure, or processing, in accordance with section 19 of POPIA;

7.2.3. ensure that all employees and Representatives who access Personal Information are trained in, and bound by, applicable data protection obligations;

7.2.4. not transfer Personal Information outside the Republic of South Africa without the prior written authorisation of Pedros and compliance with the cross-border transfer restrictions in Chapter 9 of POPIA; and

7.2.5. comply with all lawful instructions issued by Pedros as responsible party in respect of Personal Information.

7.3. Breach notification. The Franchisee shall notify Pedros in writing within 24 hours of becoming aware of any actual or reasonably suspected security compromise, data breach, or incident involving Personal Information. Such notification shall include:

7.3.1. the nature of the compromise or breach;

7.3.2. the categories and approximate number of Data Subjects affected;

7.3.3. the categories and approximate volume of Personal Information records affected; and

7.3.4. the measures taken or proposed to address and mitigate the breach.

7.4. The Franchisee shall co-operate fully with Pedros in respect of any notification to the Information Regulator or affected Data Subjects that Pedros may be required to make under section 22 of POPIA.

7.5. The Franchisee shall, on request, provide Pedros with information sufficient to demonstrate compliance with this clause and shall permit Pedros (or its authorised representative) to audit the Franchisee's data protection practices on reasonable notice.

8. DISCLOSURE REQUIRED BY LAW

8.1. If the Franchisee is required by law, regulation, court order, or binding direction of a regulatory authority to disclose any Confidential Information, the Franchisee shall:

8.1.1. immediately notify Pedros in writing prior to making any such disclosure, to the extent permitted by law;

8.1.2. co-operate fully with Pedros to seek a protective order or other appropriate relief to prevent or limit the disclosure;

8.1.3. disclose only such Confidential Information as is strictly required by the applicable legal obligation; and

8.1.4. use reasonable efforts to ensure that any Confidential Information so disclosed is treated as confidential by the recipient.

8.2. This Agreement creates no obligation to disclose Confidential Information and no transaction shall be deemed to arise from this Agreement.

8.3. The Confidential Information is disclosed on an "as is" basis without any representation, warranty, or guarantee as to its accuracy, completeness, or fitness for any particular purpose.

9. RETURN AND DESTRUCTION OF CONFIDENTIAL INFORMATION

9.1. Promptly upon termination or expiry of this Agreement, or upon written request by Pedros at any time, the Franchisee shall:

9.1.1. immediately cease all use of Confidential Information;

9.1.2. within 30 (thirty) days, return to Pedros or permanently and irreversibly destroy (at Pedros' election) all documents, materials, and records containing or incorporating any Confidential Information, in whatever form or medium, including all copies, extracts, and summaries; and

9.1.3. ensure that Confidential Information is deleted from all electronic systems, devices, servers, cloud storage environments, backups, and third-party platforms controlled by or accessible to the Franchisee, to the extent technically feasible.

9.2. Where complete deletion from backups or archival systems is not immediately technically feasible, the Franchisee shall isolate such backups from active use, ensure they are not accessed or used, and effect permanent deletion at the earliest practicable opportunity.

9.3. Within 45 (forty-five) days of the return, destruction, or deletion of Confidential Information, the Franchisee shall provide Pedros with a written certification, signed by an authorised representative, confirming that all Confidential Information has been returned, destroyed, or permanently deleted in accordance with this clause.

9.4. Pedros shall be entitled, on reasonable written notice, to audit or verify the Franchisee's compliance with this clause, including by inspection of relevant systems and records.

9.5. Notwithstanding the foregoing, the Franchisee may retain a minimal single copy of Confidential Information to the extent, and only to the extent, that retention is required by applicable law, regulatory obligation, or professional requirement. Any such retained information shall remain subject to the confidentiality obligations of this Agreement for as long as it is retained.

10. INTELLECTUAL PROPERTY

10.1. Any work, creation, development, invention, improvement, or intellectual property created, generated, or developed by the Franchisee in the course of the franchise relationship, or using Pedros' resources, systems, or Confidential Information, shall be the sole and exclusive property of Pedros.

10.2. The Franchisee shall, on request, execute all documents and take all steps necessary to give effect to and record Pedros' ownership of such intellectual property.

11. RESTRAINT AND NON-SOLICITATION

11.1. The Franchisee acknowledges that during the course of the franchise relationship, the Franchisee will obtain access to Trade Secrets, confidential operational know-how, and key business relationships of Pedros, and that Pedros has a legitimate proprietary interest in protecting these assets.

11.2. The Franchisee agrees that for a period of 12 (twelve) months following the termination or expiry of the Franchise Agreement (the "Restraint Period"), the Franchisee shall not, without the prior written consent of Pedros:

11.2.1. directly or indirectly solicit, approach, or entice away from Pedros any person who was an employee, contractor, or consultant of Pedros during the 12 (twelve) months preceding termination;

11.2.2. directly or indirectly solicit or canvass any customer, supplier, or business partner of Pedros with whom the Franchisee had material dealings during the 12 (twelve) months preceding termination, for the purpose of competing with Pedros; or

11.2.3. use or disclose Trade Secrets or specialised confidential know-how acquired during the franchise relationship to benefit any competing business.

11.3. The Franchisee acknowledges that the duration and scope of the restraint obligations in clause 11.2 are reasonable and necessary to protect Pedros' legitimate proprietary interests, having regard to the Franchisee's level of access to Confidential Information and key relationships.

11.4. Nothing in this clause prohibits the Franchisee from operating, seeking, or entering into any other business venture that does not involve the use or disclosure of Pedros' Trade Secrets or Confidential Information.

12. TERMINATION

12.1. This Agreement applies for the full duration of the Franchisee's franchise relationship with Pedros and continues after termination as set out in clause 13.

12.2. The confidentiality and non-solicitation obligations shall apply on termination for any reason, including termination, cancellation, expiry, or non-renewal of the Franchise Agreement.

13. DURATION AND SURVIVAL

13.1. The Franchisee's obligations under this Agreement shall apply for the full duration of the franchise relationship.

13.2. Following termination or expiry of the Franchise Agreement, the obligations of confidentiality shall survive and remain in full force and effect:

13.2.1. for a period of 2 (two) years after the date of termination; or

13.2.2. for as long as the relevant information remains confidential,

whichever period is the longer.

13.3. Trade Secrets shall remain protected indefinitely following termination.

13.4. All obligations under this Agreement that by their nature are intended to survive termination shall do so, including those relating to data protection, AI restrictions, return and destruction, non-disparagement, dispute resolution, and governing law.

14. BREACH AND REMEDIES

14.1. The Franchisee shall immediately notify Pedros in writing upon becoming aware of any actual or suspected breach of this Agreement and shall take all reasonable steps to mitigate and remedy such breach.

14.2. If the Franchisee breaches any provision of this Agreement and fails to remedy that breach within 14 (fourteen) days after written notice from Pedros calling for the breach to be remedied (or such shorter period as Pedros may reasonably determine in the case of a material or ongoing breach), Pedros shall be entitled, without prejudice to any other rights it may have in law or under this Agreement, to cancel this Agreement or to claim specific performance of the Franchisee's obligations, in either event without prejudice to Pedros' right to claim damages.

14.3. Without limiting the foregoing, in the event of any breach or threatened breach of this Agreement by the Franchisee, Pedros shall be entitled to:

14.3.1. seek immediate interdictory (injunctive) relief from the courts of Durban, KwaZulu-Natal, to prevent or restrain any actual or threatened breach, without being required to exhaust the dispute resolution process in clause [DR], and without prejudice to any other rights and remedies available to Pedros;

14.3.2. claim all direct, indirect, consequential, and reputational damages arising from the breach;

14.3.3. recover all legal costs and expenses incurred in enforcing this Agreement, on an attorney-and-own-client scale, to the extent permitted by law; and

14.3.4. refer the matter to the Information Regulator or any other applicable regulatory or law enforcement authority.

14.4. The Franchisee acknowledges that any breach of this Agreement may cause irreparable harm to Pedros, the Pedros Group, and third parties, for which monetary damages alone may be an insufficient remedy. The Franchisee therefore consents to the granting of interdictory relief without the need for Pedros to prove irreparable harm or provide security.

14.5. Each party shall indemnify and hold harmless the other against any loss, damage, liability, claim, cost, or expense (including legal costs on an attorney-and-own-client scale, to the extent permitted by law) arising from any breach of this Agreement by the indemnifying party or its Representatives.

15. DISPUTE RESOLUTION

15.1. The parties shall attempt in good faith to resolve any dispute arising from or in connection with this Agreement through good-faith negotiation between senior representatives of each party, within 10 (ten) business days of written notification of the dispute.

15.2. If the dispute is not resolved through negotiation within the period referred to in clause 15.1, the parties shall refer the dispute to non-binding mediation to be conducted under the auspices of AFSA, within 20 (twenty) business days thereafter. The costs of mediation shall be borne equally by the parties unless the mediator orders otherwise.

15.3. If the dispute is not resolved through mediation within 30 (thirty) days of appointment of the mediator (or such longer period as the parties may agree), either party may refer the matter to litigation in the courts referred to in clause 15.4.

15.4. This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa. The parties consent to the exclusive jurisdiction of the High Court of South Africa, KwaZulu-Natal Division, Durban, in respect of all disputes arising from or in connection with this Agreement.

15.5. Notwithstanding anything to the contrary in this clause, Pedros shall at all times be entitled to approach the courts of Durban, KwaZulu-Natal, on an urgent basis for interim or urgent interdictory relief, without the need to first invoke the negotiation or mediation process.

16. GENERAL PROVISIONS

16.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior representations, negotiations, understandings, and agreements, whether written or oral. No party has relied on any representation, warranty, or undertaking not expressly set out in this Agreement.

16.2. Amendment. No amendment, variation, or modification of this Agreement shall be of any force or effect unless it is in writing and signed by duly authorised representatives of both parties.

16.3. Cession and Assignment. Pedros shall be entitled, without prior notice or consent, to cede, assign, delegate, or transfer any of its rights or obligations under this Agreement to any member of the Pedros Group, or to any successor-in-title pursuant to a merger, acquisition, or restructuring. The Franchisee shall not cede, assign, or transfer any of its rights or obligations under this Agreement without the prior written consent of Pedros.

16.4. No Employment or Partnership. Nothing in this Agreement creates, or shall be deemed to create, an employment relationship, partnership, joint venture, agency, or any other legal relationship between the parties, other than the franchisor-franchisee relationship arising under the Franchise Agreement.

16.5. Severability. If any provision of this Agreement is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, such provision shall be severed to the extent of its invalidity, and the remaining provisions shall continue in full force and effect.

16.6. No Waiver. No relaxation, indulgence, extension of time, or failure to enforce any provision of this Agreement shall constitute a waiver of the relevant party's rights. No waiver shall be effective unless in writing and signed by the waiving party, and any waiver shall be limited to the specific circumstance for which it is granted.

16.7. Warranty of Authority. Each party warrants that it has the authority to enter into this Agreement and that the person signing on its behalf is duly authorised to do so. Where the Franchisee is a juristic person, it warrants that it is in good standing with the Companies and Intellectual Property Commission (CIPC) or equivalent regulatory authority, and undertakes to maintain such good standing throughout the duration of this Agreement.

16.8. *Force Majeure*. Neither party shall be liable for any failure or delay in performance under this Agreement due to causes beyond that party's reasonable control, including acts of God, natural disasters, acts of government, or pandemics, provided that the affected party gives prompt written notice and takes all reasonable steps to mitigate the effect. Force majeure shall not excuse any payment obligations or the duty to maintain confidentiality.

16.9. Non-Disparagement. The Franchisee shall not post, publish, communicate, or cause to be published any statement, comment, or content (including on social media platforms, blogs, or online forums) that may reasonably be expected to defame, disparage, or damage the reputation, goodwill, or business interests of Pedros or any member of the Pedros Group. Any material breach of this clause shall entitle Pedros to all remedies available under this Agreement.

16.10. Survival. The obligations in this Agreement relating to confidentiality, non-disclosure, return and destruction of Confidential Information, data protection, AI restrictions, non-solicitation, non-disparagement, indemnities, dispute resolution, and governing law shall survive termination or expiry of this Agreement and shall remain in full force and effect in accordance with their respective terms.

17. DOMICILIUM AND NOTICES

Each party chooses as its *domicilium citandi et executandi* for all purposes under this Agreement:

Pedros

Name:	MOOSA BUX
Email address:	legal@pedroschicken.co.za
Physical Address:	52 Kubu Avenue, Riverhorse Valley Business Estate, Newlands East, 4037
Tel:	031 569 1029

THE FRANCHISEE

Name:	Click or tap here to enter text.
Email Address:	Click or tap here to enter text.
Physical Address:	Click or tap here to enter text.
Telephone:	Click or tap here to enter text.

Pedros® FLAME GRILLED CHICKEN
031 569 1029
52 Kubu Ave, Riverhorse Valley Business Estate, Newlands East, 4037
www.pedroschicken.co.za

DATED AT ______________________ ON THE ___________________________2026.

____

FOR Click or tap here to enter text.

NAME: