



NON-DISCLOSURE AGREEMENT

ENTERED INTO BY AND BETWEEN

THE WATALOT GROUP LTD – UK Reg:14974289

(hereinafter referred to as the **Disclosing Party's**)

And

.....
Address:

e-mail:

(hereinafter referred to as the **Receiving Party**)

PREAMBLE

WHEREAS the Receiving Party is requested to peruse the information regarding products, mobile applications, online platforms provided by the disclosing party, to discuss further with the disclosing party only for investment purposes. Drawings and other intellectual property will be disclosed to the receiving party for this purpose.

AND WHEREAS, prior to the receiving party commencing with the project, a discussion needs to be conducted between the Disclosing Party and the Receiving Party, which requires the disclosure by the Disclosing Party of certain information which is of a proprietary, secret and confidential nature pertaining *inter alia* to the Disclosing Party's business, clients, operations and goodwill;

AND WHEREAS the Disclosing Party wish to protect its interest in and to such information and prevent and avoid the unauthorized use or disclosure thereof and the Receiving Party agrees to keep such information confidential and to use same only for the limited purpose set out below;

AND WHEREAS the Parties wish to record the terms and conditions upon which the confidential information will be disclosed, in writing, which terms and conditions shall constitute a binding and enforceable agreement between the Parties;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS:

In this agreement, unless it appears otherwise from the context, the following words shall have the following meanings assigned to them:

- 1.1. **"Agreement"** means this Agreement, as may be amended in writing from time to time.
- 1.2. **"Confidential Information"** means all information of a proprietary, secret, and confidential nature, as more fully described in clause 2 hereof.
- 1.3. **"Effective Date"** means the date on which the last party signs this agreement.
- 1.4. **"Personnel"** means any and all of the directors, members, officers and employees of a Party.
- 1.5. **"Representatives"** means the advisors, agents and/or consultants of a Party.
- 1.6. Words importing the singular shall include the plural and words importing one gender shall include the others and vice versa.
- 1.7. The head notes to the clauses in this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

2. THE CONFIDENTIAL INFORMATION

For the purpose of this Agreement, Confidential Information will be regarded as any and all information (including without limitation any and all data, reports, designs, drawings, sketches, specifications, results of tests, computer programmes, manuals, know how, records, correspondence, notes, studies, goodwill, client data, distributors and distribution lists and/or of the Disclosing Party's business in general, in whatever form and of whatsoever nature and any other information, whether of a technical, commercial or other nature, and regardless of whether such information is identified as confidential), of a confidential or proprietary nature, relating to or in any way connected with the Services and/or the Disclosing Party or its Affiliates and/or their affairs and/or this Agreement and/or the existence, nature and status of discussions or relationships between the Parties and/or their Affiliates, and between the Disclosing Party and its actual or potential clients, suppliers, and other counterparts, and which is disclosed directly or indirectly by the Disclosing Party and/or its Affiliates, to the Receiving Party and/or its Affiliates, whether orally, in writing, in machine readable form or by any other means including, without limitation, any such information ascertainable by inspection, observation or discussion by the Receiving Party, its Personnel, Affiliates,

Representatives or successors-in-title of the Disclosing Party; and including any reports, analyses, compilations or other documents prepared by, for or on behalf of the Receiving Party which contain, derive from or otherwise reflect such information.

3. DISCLOSURE OF CONFIDENTIAL INFORMATION

3.1. The Disclosing Party shall only disclose such Confidential Information which, in its sole discretion, is necessary or desirable for the conclusion of the discussions.

3.2. The Receiving Party acknowledges that:

3.2.1. The Confidential Information is confidential and is received under a duty of confidentiality to the Disclosing Party;

3.2.2. The Confidential Information is a valuable, special and a unique asset proprietary to the Disclosing Party and will hold and maintain the Confidential Information in its strictest confidence for the sole and exclusive benefit of the Disclosing Party;

3.2.3. It shall be liable for any unauthorised use or disclosure of the Confidential Information by it or any of its Personnel, Representatives and/or Affiliates;

3.2.4. It may use the Confidential Information solely for the purpose of this Agreement and the Services and for no other purpose whatsoever, including, without limitation, any use in competition with any business carried on or proposed to be carried on by the Disclosing Party.

3.3. The Receiving Party undertakes and agrees that it will not disclose the Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the Disclosing Party, which will be in the latter Party's sole and exclusive discretion, except for its Personnel, Representatives and Affiliates who have a legitimate need to know the Confidential Information and then only to the extent that it may be required for purposes hereof.

3.3.1. The Receiving Party shall ensure, prior to disclosing any Confidential Information, that such recipient(s) are aware of and agree to be bound to the Receiving Party's obligations hereunder and that such recipients shall keep such Confidential Information in strict confidence.

3.3.2. The Receiving Party shall ensure and ensure that any person to whom it discloses Confidential Information in accordance with this Agreement, secures the Confidential Information against theft, damage, loss and/or unauthorised access and use and shall notify the Disclosing Party as soon as it becomes aware that any Confidential Information has been disclosed to or obtained by a third party other than as is permitted in terms hereof.

3.4. This Agreement shall not apply to Confidential Information which the Receiving Party can demonstrate:

3.4.1. At the time of disclosure to the Receiving Party is in the public domain, or comes into the public domain, without any breach of this Agreement on the part of the Receiving Party;

3.4.2. Was in its possession at the time of disclosure under this Agreement and was not unlawfully acquired by the Receiving Party, or in breach of or under an obligation of confidence.

3.4.3. Is required by any applicable law, order, regulation, court or legislative or administrative body to be disclosed, provided that the Receiving Party:

3.4.3.1. Promptly and prior to any such disclosure notifies the Disclosing Party of such requirement and, to the extent permitted by law and reasonably practicable, cooperates with the Disclosing Party regarding the timing and content of such disclosure and regarding any action which the Disclosing Party may reasonably elect, at its cost, to challenge the validity of such requirement; and

3.4.3.2. Discloses to the appropriate body only that portion of the Confidential Information which the Receiving Party is legally obliged to disclose and uses reasonable efforts to obtain assurances that such Confidential Information will be kept confidential.

3.5. The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and the Receiving Party's duty to hold Confidential Information in confidence will remain in effect until the Confidential Information no longer qualifies as a trade secret.

3.6. The Receiving Parties agree:

3.6.1. not to utilise, exploit, disclose, publish or copy, or in any other manner whatsoever use the Confidential Information, either for its own benefit or that of another, for any purpose other than that which is set out herein;

3.6.2. that the unauthorized use or disclosure of the Confidential Information may cause irreparable loss, harm and damage to the Disclosing Party. Accordingly, the Receiving Party, indemnify and hold the Disclosing Party harmless against any loss, claim, harm, or damage, of whatever nature, suffered or sustained by the Disclosing Party pursuant to a breach by the Receiving Party of the provisions hereof.

4. RETURN OF INFORMATION

4.1. The Confidential Information shall remain the property of the Disclosing Party, who shall retain all rights (including intellectual property rights), title and interest therein.

4.2. The Disclosing Party may, at any time, request the Receiving Party to return any material containing, pertaining to or relating to Confidential Information disclosed pursuant to the terms of this Agreement and may, in addition request the Receiving Party to furnish a written statement to the effect that, upon such a return, the Receiving Party have not retained in its possession, or under its control, either directly or indirectly, any such material.

4.3. Upon termination of this Agreement, the Receiving Party shall, and shall procure that all persons to whom it has disclosed Confidential Information, promptly:

4.3.1. Return to the Disclosing Party to such an address as the Disclosing Party may direct in writing, or, at the option of the Disclosing Party, destroy and delete from its records (electronic or otherwise) all Confidential Information, including any copies or extracts thereof;

4.3.2. Destroy all analyses, compilations, studies or other documents containing, reflecting or derived from Confidential Information which have been prepared by the Receiving Party, or on its behalf, or any person to whom it has disclosed the Confidential Information, except to the extent that such Confidential Information is incorporated into corporate documents or records which the Receiving Party or such person is required to retain by law, in which case appropriate measures shall be taken to preserve its continuing confidentiality.

4.4. The Receiving Party shall comply with a request in terms of this clause, within 7 (seven) days of receipt of such a request.

5. VALIDITY

5.1. This Agreement shall commence on the Effective Date and will remain in force indefinitely, unless terminated in terms of the provisions hereof.

5.2. This Agreement shall also bind the Parties, notwithstanding the date of signature hereof, in the event that either Party shall have disclosed any Confidential Information to the other Party prior to date signature hereof.

6. BREACH

6.1. In the event that the Receiving Party breaches the provisions of this Agreement and fail to remedy such breach within 7 (seven) days from date of a written notice to do so, then the Disclosing Party shall be entitled to invoke all remedies available to it in law including the institution of urgent proceedings and/or an action for damages.

6.1.1. The Disclosing Party is in no way prevented from or prohibited to seeking any interlocutory and temporary relief on an urgent basis, including obtaining an interdict, despite not having placed the Receiving Party in breach, as provided for in clause 6.1 hereof, should the Disclosing Party, in its sole belief, stand to suffer irreparable harm if such urgent steps are not taken.

6.2. The Receiving Party shall indemnify and keep fully indemnified the Disclosing Party and its Affiliates at all times against all liabilities, costs, expenses, damages and losses including, but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other costs and expenses suffered or incurred by the Disclosing Party and/or its Affiliates arising from any breach of this Agreement by the Receiving Party and/or from the actions or omissions of its Personnel, Representatives or Affiliates.

6.3. Should the Disclosing Party be required to take recourse to legal action to enforce the terms of this Agreement, it shall be entitled to recover all legal costs incurred from the Receiving Party on a scale as between attorney and client.

7. AMENDMENTS

No amendment, variation, or waiver of any of the provisions of this Agreement shall be effective unless reduced to writing and signed by both Parties.

8. REPRESENTATIONS AND WARRANTIES

8.1. All Confidential Information disclosed hereunder is disclosed "AS IS" and the Disclosing Party does not provide any representation or warranty (express or implied) thereto.

8.2. Neither the Disclosing Party, its Personnel, Representatives or Affiliates shall:

8.2.1. Have any liability (in negligence or otherwise) to the Receiving Party or any other party resulting from the use of the Confidential Information by the Receiving Party, its Personnel, Representatives or Affiliates or any person to whom Confidential Information is disclosed; and / or

8.2.2. Be under any obligation to provide further or updated Confidential Information, or to correct any inaccuracies in Confidential Information.

9. NO OBLIGATION

Nothing contained in this agreement shall be construed as creating a joint venture, partnership, or employee relationship between the parties. Except as is specified herein, neither Party shall have the right, power, or implied authority to create any obligation or duty (express, implied or otherwise) on behalf of the other Party.

10. RELAXATION

No latitude, extension of time or time or other indulgence which may be given or allowed in respect of the performance of any obligation hereunder or the enforcement of any right arising from this Agreement shall under any circumstances be construed to be an implied consent or operate as a waiver or a novation of, or otherwise affect any of the Disclosing Party's rights in terms of or arising from this Agreement or stop such Party from enforcing, at any time without notice, strict and punctual compliance with each and every provision or term hereof.

11. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements between them, whether written or oral with respect to the subject matter hereof.

12. NOTICES AND DOMILICA

The Parties choose as their respective *domiciliumcitandi et executandi* the addresses given for such party on the front page of this Agreement.

12.1. AnyParty may change its *domicilium* address by 14 (FOURTEEN) business days prior written notice to the other Party.

12.2. Any notice sent by mail, shall be send by prepaid registered post and shall be deemed to have been received 10 (TEN) business days after the date of posting.

12.3. Any notice sent by e-mail, will be deemed, to have been received on the date of transmission.

12.4. Any notice delivered by hand, will be deemed to have been received on date of delivery.

13. SEVERABILITY

In the event of any one or more of the provisions of this Agreement being held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not a part of this Agreement, and the Agreement shall be carried out as nearly as possible in accordance with its original terms and intent.

14. GOVERNING LAW

This Agreement or any claim or dispute that may arose out of or in connection herewith, shall be governed by and interpreted in accordance with the laws of the United Kingdom and/or the Republic of South Africa and shall be referred to the exclusive jurisdiction of the Courts and / or Dispute Resolution Authorities of the United Kingdom or the Republic of South Africa.

THUS, DONE AND DULY SIGNED at _____ on this _____ day of 2023:

.....

THUS, DONE AND DULY SIGNED at NOTTINGHAM, UK on this 10TH day of JULY 2023:



AUBREY M BISSHOPP