

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Between

ICEBOLTHU GROUP (PTY) LTD

(Reg. No. 2015/074323/07)

(“Disclosing Party”)

and

(Reg No.)

(“Receiving Party”)

1. **INTERPRETATION AND DEFINITIONS**

In this agreement: -

- 1.1 clause headings are for convenience and are not to be used in its interpretation;
- 1.2 unless the context clearly indicates a contrary intention: -
 - 1.2.1. an expression which denotes: -
 - 1.2.1.1. any gender shall include the other gender;
 - 1.2.1.2. a natural person shall include a juristic person and vice versa;

1.2.1.3. the singular shall include the plural and vice versa;

1.3 the following words and expressions bear the meanings assigned to them below and cognate words and expressions bear corresponding meanings: -

1.3.1. **“agreement”** means the terms and conditions of this non-disclosure and confidentiality agreement;

1.3.2. **“confidential information”** means, without limiting the generality thereof, any confidential information, including:

1.3.2.1. Business financials and accounts;

1.3.2.2. trade secrets (including know-how, contractual arrangements between each party and its business associates, financial details between each party and its business associates, names, letters of intent and any other details of potential financiers), and matters which relate to the business of either party and in respect of which, information is not readily available in the ordinary course of business to a competitor of the parties), which information may be made or become available to the other party or any member thereof pursuant to this agreement,

but excluding information or data which:-

1.3.2.3 is lawfully in the public domain at the time of disclosure or communication to the other party; or

1.3.2.4 subsequently becomes lawfully part of the public domain by publication or otherwise other than by the negligence or default of such other party; or

1.3.2.5 is disclosed by operation of law or the rules of any relevant regulatory organisation;

- 1.3.3 **“parties”** means parties to this agreement.
- 1.3.4 **“Affiliate”** means any person or entity Controlling, Controlled by or under common Control with such Party from time to time.
- 1.3.5 **“Agents”** means directors, officers, employees, professional advisers, contractors, sub-contractors, or any Affiliates.
- 1.3.6 **“Competitor”** means any organisation or person in commercial or economic competition with the First Party, or any entity Controlled by, Controlling, or under common Control of, any such entity.

2. RESTRICTIONS ON DISCLOSURE AND USE

- 2.1 Receiving Party undertakes and agrees that in order to protect the proprietary interests of the Disclosing Party and its confidential information: -
 - 2.1.1 Receiving Party will restrict the dissemination of the confidential information of the Disclosing Party to only those of its personnel who are actively involved in the discussions between the parties with a view providing the quotation for the provision of external audit services In this regard, the Receiving Party hereby undertake to ensure that all personnel or professional advisers receiving any confidential information will similarly be bound to maintain the secrecy and confidentiality thereof in accordance with the terms of this agreement;
 - 2.1.2 save as provided in clause 2.1.1, the Receiving Party will not at any time, whether during the currency of this agreement or thereafter, either use any confidential information or directly or indirectly divulge or disclose any confidential information to third parties without the prior written consent of the Disclosing Party;
 - 2.1.3 it shall treat as confidential the existence and nature of all discussions with the Disclosing Party;

2.1.4 it shall promptly return all copies of the confidential information at the request of the Disclosing Party.

2.2 The Receiving Party acknowledges that any unauthorised publication or other disclosure of the confidential information may cause irreparable loss, harm and damage to the Disclosing Party. Accordingly, the Receiving Party hereby indemnifies and holds the Disclosing party harmless against any loss, action, expense, claim, harm or damage of whatsoever nature suffered or sustained by the Disclosing party pursuant to a breach by the Receiving party of the provisions of this agreement.

3. **LIMITED RIGHTS**

All confidential information disclosed by the Disclosing Party is acknowledged by the Receiving Party not to confer or to be deemed to confer any rights of whatsoever nature in respect of such confidential information to such Receiving Party. The obligations set out in this agreement shall continue to be in full force and effect even after termination of this agreement for any reason whatsoever.

4. **STANDARD OF CARE**

The Receiving Party shall protect the confidential information in the same manner and with the same endeavour with which it protects its own confidential information. Should either party become aware of any unauthorized copying, disclosure or use of confidential information, it shall immediately notify the other party thereof in writing and, without in any way detracting from each party's rights and remedies in terms of this agreement, take such steps as may be necessary to prevent a recurrence thereof.

5. **APPLICABLE LAW**

This agreement will be governed by and construed in accordance with the law of the Republic of South Africa.

6. NOTICES AND DOMICILIUM

- 6.1 The parties hereto select as their respective *domicilia citandi et executandi* the following physical addresses, and for the purposes of giving or sending any notice provided for or required hereunder, the following: -

<u>Disclosing Party</u>	<u>Physical Address</u>	<u>Postal Address</u>	<u>Email address.</u>
<u>Icebolethu Group</u>	<u>277 Umbilo Road</u>	<u>277 Umbilo Road</u>	<u>info@icebolethu.co.za</u>
<u>(Pty) Ltd</u>	<u>Durban</u>	<u>Durban</u>	
<u></u>	<u>4000</u>	<u>4000</u>	

<u>Receiving Party</u>	<u>Physical Address</u>	<u>Postal Address</u>	<u>Email address.</u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>

or such other address or telefax number as may be substituted by notice given as herein required.

- 6.2 Any notice addressed to a party at its physical or postal address shall be sent by prepaid registered post, or delivered by hand, or sent by telefax.

- 6.3 Any notice shall be deemed to have been given: -

6.3.1 if posted by prepaid registered post, 7 (seven) days after the date of posting thereof;

6.3.2 if hand delivered, on the day of delivery;

6.3.3 if sent by telefax, on the date of successful dispatch of such telefax.

7. **WHOLE AGREEMENT**

This agreement constitutes the whole agreement between the parties relating to the subject matter hereof and save as otherwise provided herein, no amendment, alteration, addition, variation or consensual cancellation hereof will be of any force or effect unless reduced to writing and signed by the parties or their duly authorised representatives.

8. **WAIVER**

No waiver of any of the terms and conditions of this agreement will be binding or effectual for any purpose unless expressed in writing and signed by the party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SIGNED atthisday of 2026.

for: []

who warrants that s/he is duly
authorised hereto

SIGNED atthisday of 2026.

for: []

who warrants that s/he is duly
authorised hereto