

MUTUAL CONFIDENTIALITY and NON CIRCUMVENTION AGREEMENT

This agreement is made on the _____ day of _____ 20__
BETWEEN

- 1) _____ (ID: _____)
residing at _____ (“Innovator“)
and
- 2) **Marthinus P. G. Laubscher trading as LobeShare Technology (ID: 641111 5019 088)**
residing at 81 Acacia Str, Heldervue, Somerset West, 7130 (“LobeShare”)

1. In this agreement “Information” means, in relation to either party, its technical knowledge, know-how, data, drawings and other material; its trading position, product costs and product pricing policies; its market and market shares; its customer details and customer account information; and (in relation to LobeShare) its plans, strategies and projects (including the existence as well as the content of such plans, strategies and projects); and all such information relating to any subsidiary or holding company of the disclosing party.
2. In relation to the disclosure of Information for the purposes of facilitating the discussion and investigation of mutual business opportunities (hereinafter "the Purpose") and in relation to the carrying out of any work by one party for the other pursuant to such discussions and in consideration for this disclosure each party hereby undertakes with the other:-
- 2.1. to keep and procure that its directors, employees and agents keep in strict confidence and in safe custody all Information communicated to it by or acquired from the other party;
- 2.2. not to use any Information for any reason other than the Purpose;
- 2.3. not to make copies of documents containing such Information, except for the Purpose;
- 2.4. to limit access to Information to those of its employees, agents and advisors (including its legal, accountancy and other professional advisors), who reasonably and necessarily require such information for the Purpose to inform each such employee, agent and advisor of the foregoing restrictions as to confidentiality, disclosure and use of such Information and to ensure that each such employee, agent and advisor shall observe such restrictions and, in the case of each such agent and advisor, shall procure that its employees observe such restrictions;
- 2.5. not (without the prior consent in writing of the other party) to:-
- 2.5.1. release any press statement or issue any other publicity regarding the arrangements which may exist between the parties; or
- 2.5.2. disclose to any third party the identity of the other party either on a client list of the receiving party or otherwise; and
- 2.6. to comply fully with current Data Protection regulatory requirements.
3. The provisions of this agreement shall not apply to Information:-
- 3.1. which the receiving party can prove was in its possession at the date of receipt or disclosure and was not acquired directly or indirectly from the other party;
- 3.2. which at the time of disclosure by the other party is in the public domain as evidenced by printed publication or otherwise;
- 3.3. which after its disclosure by the other party becomes part of the public domain by publication or otherwise (except by reason of neglect or default by the receiving party);

- 3.4. which the receiving party obtains from a third party with good legal title thereto.
- 3.5. which is required to be disclosed by any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body subject to such disclosure being disclosed to the other as soon as practicable
4. Each party acknowledges that any information disclosed to a subsidiary or parent company of such party shall be deemed to be information disclosed to that party, and accordingly it shall procure compliance with the provisions of this agreement as if such subsidiary or parent company were itself a party to this agreement
5. Each party further agrees not to circumvent each other and shall abide by business principles regarding non-circumvention. Neither party to this agreement shall in any way whatsoever circumvent or attempt to circumvent the other by entering into any negotiation or dealing with business contacts associates or partners of the other party with whom it might have become acquainted in the course of the implementation of this Agreement, without the written consent of the other party concerned.
6. Each party acknowledges and agrees that it shall not acquire by implication or otherwise any right in or title to or licence in respect of the information communicated or acquired from the other party.
7. This agreement shall subsist from the date of this agreement for a period of two years whereupon it shall automatically terminate unless renewed by mutual consent in writing. The provisions as to confidentiality contained in this agreement shall remain in force for a period of five years from the date of termination.
8. On termination of this agreement or at any time on receipt of a written request from the other party, each party shall return to the other party all Information received that is capable of return and all copies thereof or otherwise destroy and certify the destruction of such Information.
9. No failure or delay by any party in exercising any right power or privilege under this agreement shall operate as a waiver nor shall any single or partial exercise preclude any further exercise of any right, power or privilege under this agreement or otherwise.
10. The construction, validity and performance of this agreement shall be governed by South African Law and both parties agree to accept the Jurisdiction of the South African courts.

AS WITNESS, whereof the parties have caused their duly authorised representatives to set their hands on the date stated above.

Signed by _____

for and on behalf of _____

_____ ID: _____

Signed by Marthinus P.G. Laubscher

for and on behalf of Marthinus P. G. Laubscher t/a

LobeShare Technology [ID 641111 5019 088]