

## MUTUAL NON-DISCLOSURE AGREEMENT

### 1 PREAMBLE

The Parties as identified in Annexure A attached hereto are engaged in discussions relating to their potential collaboration and are therefore required to disclose Confidential Information to one another. They have agreed to do so subject to the terms and conditions as set out herein

### 2 DEFINITIONS

- 2.1 The following words and/or phrases, when used in this agreement, shall have the following meanings:
- 2.1.1 **"Background Intellectual Property"** shall mean any Intellectual Property which was owned or controlled by a Party prior to the Effective Date of this Agreement;
- 2.1.2 **"Confidential Information"** shall mean all Intellectual Property, scientific, technical, business, financial, past, present or future research, development, business activities, products, services and technical knowledge or marketing information, whether inside or outside the Field, which one party (the "Disclosing Party") discloses to the other party (the "Receiving Party") in connection with the discussions, and either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it should be obvious to the Receiving Party that it constitutes Confidential Information. (Without limiting the generality of the foregoing, "Confidential Information" shall include any information that falls within the definition of 'Personal Information' and 'Intellectual Property'.
- 2.1.3 **"Disclosing Party"** shall mean the Party disclosing Confidential Information under this agreement;
- 2.1.4 **"Disclosing Purpose"** shall mean, as pertains to any particular joint opportunity(ies) in the Field, the discussions held or to be held between the Parties regarding their possible collaboration and future working relationship with regards to any such opportunity(ies);
- 2.1.5 **"Effective Date"** shall mean the date of the commencement of this agreement as indicated in Annexure "A";
- 2.1.6 **"Field"** shall mean the definition of what is deemed to be confidential as indicated in Annexure "A"
- 2.1.7 **"Intellectual Property"** means inventions, patent applications and patents; branding and trademarks, service marks, trade names and business names (whether or not registered); copyright and works of authorship; registered and unregistered designs; trade secrets and know-how; software and algorithms; databases and protectable collections of information; domain names and web presence; procedures, protocols and methodologies; advertising and promotional material; and all tangible and intangible representations and manifestations thereof;
- 2.1.8 **"Notice"** shall mean a written document addressed by one Party to the other and either delivered by hand; sent per registered post or electronically mailed to the addresses as indicated in Annexure "A";
- 2.1.9 **"Other Party"** means the other party in this agreement not the CSIR.
- 2.1.10 **"Party"** means the CSIR or the Other Party;
- 2.1.11 **"Parties"** means both the CSIR and the Other Party;
- 2.1.12 **"Personal Information"** means any information that falls within the definition of 'Personal Information' as defined in the Protection of Personal Information Act, No 4 of 2013 ("POPIA");
- 2.1.13 **"Receiving Party"** shall mean the Party receiving Confidential Information under this Agreement;
- 2.1.14 **"Responsible Party"** means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing Personal Information, as defined in POPI.

### 3 CONFIDENTIALITY AND PROTECTION OF PERSONAL INFORMATION

- 3.1 Save as provided in this clause (Confidentiality and Protection of Personal Information), each Party shall, and shall procure that its Affiliate and their respective officers, directors, employees, agents, auditors and advisors shall, treat as confidential all information relating to the other Party or its Affiliates thereof or relating to their respective businesses that is of a confidential nature and which is obtained by that Party in terms of, or

arising from the implementation of this Agreement, which may become known to it by virtue of being a Party, and shall not reveal, disclose or authorise the disclosure of any such information to any third party or use such information for its own purpose or for any purposes other than those related to the implementation of this Agreement.

- 3.2 The obligations of confidentiality in this clause shall not apply in respect of the disclosure or use of such information in the following circumstances:
- 3.2.1 in respect of any information which is previously known by such Party (other than as a result of any breach or default by any Party or other person of any agreement by which such Confidential Information was obtained by such Party);
- 3.2.2 in respect of any information which is in the public domain (other than as a result of any breach or default by either Party);
- 3.2.3 any disclosure to either Party's professional advisors, executive staff, board of directors or similar governing body who (i) such Party believes have a need to know such information, and (ii) are notified of the confidential nature of such information and are bound by a general duty of confidentiality in respect thereof materially similar to that set out herein.
- 3.2.4 any disclosure required by law or by any court of competent jurisdiction or a forum of a similar nature
- 3.2.5 any disclosure made by a Party made in accordance with that Party's pursuit of any legal remedy.
- 3.2.6 any disclosure by a Party to its shareholders or members pursuant to any reporting obligations that Party may have to its shareholders or members, provided that each such shareholder or member is notified of the confidential nature of such information and is bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;
- 3.3 If a Party is required to disclose Confidential Information as contemplated in this clause, such Party shall:
- 3.3.1 advise any Party/ies in respect of whom such information relates (the "Relevant Party/ies") in writing prior to disclosure, if possible;
- 3.3.2 take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;
- 3.3.3 afford the Relevant Party/ies a reasonable opportunity, if possible, to intervene in the proceedings;
- 3.3.4 comply with the Relevant Party/ies' reasonable requests as to the manner and terms of such disclosure; and
- 3.3.5 notify the Relevant Party/ies of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it was made.
- 3.4 Either Party may, by notice in writing, be entitled to demand the prompt return of the whole or any part of any Confidential Information supplied by it to the other Party, and each Party hereby undertakes to comply promptly with any such demand.
- 3.5 In line with the provisions of Protection of Personal Information Act, No 4 of 2013 (POPIA), particularly section 20 and 21, the Parties (referred to as Operator(s) in POPIA), depending on who shares and who received Personal Information, shall observe the following principles when processing Personal information on behalf of the other (referred to as Responsible Party in POPIA):
- 3.5.1 shall only act on the other party's documented instructions, unless required by law to act without such instructions;
- 3.5.2 shall ensure that its representatives processing the information are subject to a duty of confidence;
- 3.5.3 shall take appropriate measures to ensure the security of processing; The party which processes Personal information must establish and maintain the security measures referred to in section 19 of POPIA. The Parties shall ensure that they have minimum Information Technology and or physical security safeguard to protect Personal Information.
- 3.5.4 The Parties must notify each other immediately, where there are reasonable grounds to believe that the Personal Information of a data subject has been accessed or acquired by any unauthorised person
- 3.5.5 The Parties shall only engage a sub-operator with the other party's prior authorisation and under a written contract.
- 3.5.6 considering the nature of processing and the information available, the Parties shall use best endeavours to assist each other in meeting POPIA obligations in relation to the security of processing, the notification of

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Personal Information breaches and data protection impact assessments and more specifically in relation to Section 20(1).

- 3.5.7 the Parties shall delete or return all Personal Information to the other upon expiry of the contract, unless the law requires its storage; and
- 3.5.8 the Parties shall submit to audits and inspections

### 4 INTELLECTUAL PROPERTY

- 4.1 Ownership of any Background Intellectual property vests exclusively in the Party that developed and shall remain vested exclusively in that Party for the duration of this Agreement and thereafter, unless agreed otherwise between the Parties in writing.

### 5 COMPLIANCE WITH LAWS AND COMMITMENT TO ANTI-BRIBERY AND ANTI-SLAVERY

- 5.1 **Laws** - The Parties commit to comply with all applicable local, national, and international laws and regulations affecting the execution of this Agreement and their business operations in general. This includes, but is not limited to securities laws, tax laws, licensing and permitting laws and those related to bribery, corruption, and prohibited business practises.
- 5.2 **Anti-Corruption** - No Party, nor any of their directors, officers, employees, agents, or any other persons acting on behalf of the Party, shall offer, give, receive, or solicit any item of value, in order to influence the actions of an official in the performance of his/her duties, or to gain any commercial, contractual, or regulatory advantage for the Parties in any way that is illegal or unethical.
- 5.3 **Anti-Slavery** - The Parties undertake to prohibit any form of modern slavery from their operations and for the duration of this contract. The Parties agree to take reasonable steps to understand their supply chains with the view to reduce the risk of modern slavery in their supply chains.
- 5.4 **Sanctions** - The Parties also agree to comply with all applicable sanctions and embargoes imposed by the United Nations, European Union or the United States. This includes refraining from engaging in transactions with individuals, organizations, or countries that are subject to such restrictions. Parties must promptly notify each other upon discovery that their ability to perform the contract is or will be affected by government sanctions or embargoes. Full disclosure of the relevant details shall be made to enable informed decision-making.

### 6 EXCLUSIONS

- 6.1 The Receiving Party recognises that this agreement is not intended to restrict use or disclosure of any portion of the Disclosing Party's Confidential Information which:
- 6.1.1 is as at the Effective Date, or later, made known to the public or otherwise enters the public domain through no default by the Receiving Party of its obligations under this Agreement;
- 6.1.2 it can show was in its possession prior to the earliest disclosure by the Disclosing Party, as evidenced by written documents in its files;
- 6.1.3 is rightfully received by it from a third party having no obligation of confidentiality to the Disclosing Party;
- 6.1.4 is independently developed by the Receiving Party by a person(s) who did not have access to the Confidential Information of the Disclosing Party;
- 6.1.5 is disclosed by the Receiving Party after receipt of written permission from the Disclosing Party; or
- it is requested or required by subpoena, court order, or similar process to disclose, provided that, in such an event, it will provide the Disclosing Party with prompt written notice of such request(s) so that the latter may seek an appropriate protective order and/or waive the Receiving Party's compliance with the provisions of this agreement.

### 7 TERM OF OBLIGATION

- 7.1 The Parties' obligations concerning non-disclosure of Confidential Information contained in the above clauses shall commence on the Effective Date and shall continue for two (2) years from the date of each disclosure, unless otherwise agreed between the Parties in writing, where after such obligations shall forthwith terminate.

### 8 NO VIOLATION

- 8.1 Each party represents that its compliance with the provisions of this agreement will not violate any duty which such party may have towards any third party, including obligations concerning the provision of services to others, confidentiality of information and assignment of inventions, ideas, patents or copyright.

### 9 BREACH

- 9.1 It is acknowledged that the breach of this agreement by the Receiving Party would cause the Disclosing Party irreparable injury not compensable in monetary damages alone. Accordingly, in the event of a breach, or a threat of a breach, the Disclosing Party, in addition to its other remedies, is entitled to a restraining order, preliminary injunction or similar relief so as to specifically enforce the terms of this agreement or prevent, cure or reduce the adverse effects of the breach.

### 10 DOMICILIUM CITANDI ET EXECUTANDI

- 10.1 The Parties hereto respectively choose as their *domicilium citandi et executandi* for all purposes of, and in connection with this agreement, the physical addresses and contact details stated in the attached annexure A.

### 11 NOTICES

- 11.1 Any Notice to be given hereunder shall be given in writing or electronic mail and addressed to the relevant party at its *domicilium citandi et executandi* address as chosen in Annexure "A". Any notice delivered personally or sent by electronic mail shall be deemed to have been served at the time of delivery or sending.

### 12 GOVERNING LAW AND JURISDICTION

- 12.1 This agreement will be governed and construed by the laws of the Republic of South Africa and the Parties hereby submit to the exclusive jurisdiction of the South African courts to hear any dispute arising therefrom which the Parties are unable to settle amicably.

### 13 GENERAL

- 13.1 This agreement and Annexure "A" comprise the entire agreement between the Parties concerning the subject matter and supersedes all prior oral and written agreements between them.
- 13.2 No waiver, alteration or cancellation of any of the provisions of the Agreement shall be binding unless made in writing and signed by the party to be bound.
- 13.3 The Parties hereby warrant that the officials signing this agreement have the power to do so on behalf of the parties.
- 13.4 No public announcement, such as a media release, or disclosure beyond those disclosures authorised for Confidential Information hereunder may be made by either party concerning this agreement without the prior written approval of the other party.
- 13.5 Neither party is, by virtue of this agreement, authorised to use the name, logo(s) or trademarks of the other in connection with any advertising, publicity, marketing or promotional materials or activities, or for any other purpose whatsoever, without the prior written consent of the other party. For purposes of this clause, it is also recognised that, under the provisions of section 15 (1) of the Merchandise Marks Act, Act No 17 of 1941 of the Republic of South Africa, the use of the abbreviation of the name of the Council for Scientific and Industrial Research, "WNNR" and CSIR, is prohibited in connection with any trade, business, profession or occupation or in connection with a trademark, mark or trade description applied to goods, other than with the consent of the CSIR.
- 13.6 With due regard to the obligations contained herein in relation to Confidential Information and the Intellectual Property rights of both Parties, nothing in this Agreement shall be construed as constituting an exclusive arrangement between the Parties and both Parties shall remain free to explore market opportunities in the Field, unless otherwise agreed to in writing in a subsequent agreement.)
- 13.7 Notwithstanding 13.6 above, the Parties undertake to deal with each other in good faith, and not intentionally cause harm to the other party's business dealings, strategic partnerships or collaborations.

### 14 SIGNATURE AND EXECUTION

**Annexure I - CSIR Mutual Non-Disclosure Agreement 2025**

- 14.1 The Parties consent to the use of electronic signatures to conclude this Agreement in accordance with the Electronic Communications and Transactions Act 25 of 2002.
- 14.2 The Parties record that it is not required for this Agreement to be valid that a Party initial each page hereof, or to have its signature to this Agreement verified by a witness.

## ANNEXURE A: MUTUAL NDA

### 15 PARTIES TO THE NDA

**THE CSIR**, a statutory council, duly established under Act 46 of 1988 through its Facilities Management and Security Services (FM and SS), herein represented by Navan Moopanar in his capacity as Group Manager – FM and SS, and he is being duly authorised thereto; **and THE SUPPLIER**

....., registration number: ....., a company, with limited liability, duly incorporated under the applicable laws of the Republic of South Africa, herein represented by ..... in his capacity as ....., and he is being duly authorised thereto.

### 16 CONTACT DETAILS FOR PURPOSES OF CLAUSE 10:

#### 16.1 The CSIR

Physical Address:

Building 43, Meiring Naude Road, Brummeria, Pretoria, 0002

FOR ATTENTION: Navan Moopanar

Postal Address:

PO BOX 395, Pretoria, 0001

FOR ATTENTION: Navan Moopanar

#### Supplier details

Physical Address: .....

Email: .....

FOR ATTENTION: .....

### 17 EFFECTIVE DATE:

### 18 THE FIELD:

18.1

SIGNED ON THIS THE.....DAY OF.....AT..... IN THE PRESENCE OF THE FOLLOWING WITNESSES:

1. ....

2. ....

FOR THE CSIR

SIGNED ON THIS THE.....DAY OF.....AT..... IN THE PRESENCE OF THE FOLLOWING WITNESSES:

1. ....

2. ....

FOR .....