

**MUTUAL NON-DISCLOSURE
AND
NON-CIRCUMVENTION AGREEMENT**

This MUTUAL NON-DISCLOSURE and NON-CIRCUMVENTION AGREEMENT is signed this _____, by and between

Fractal Traceability, a company registered under the laws of South Africa, having its offices at 26 Hoogenhout Crescent, Lonehill, Johannesburg, South Africa 2062, with registration number 2018 / 109861 / 08 and duly represented by Graham Wright (“FRACTAL”)

And

_____, a company registered under the laws of _____, having its registered office at _____, with a registration Number: _____

_____ duly represented by _____, _____ (Title)

(“ _____”) And / or other subsidiaries Companies owned by the same.

RECITALS

1. FRACTAL and “ _____” have each mutually and exclusively of each other developed certain confidential and proprietary information (“FRACTAL’s Confidential Information or “ _____” Confidential Information”) as set forth below, including, but not limited to, computer hardware, software, technology, programs, processes, business plans, pricing information, trade secrets, new products, copyrights, patent able inventions, documentation, and specifications.
2. In order to discuss pursuit of a business relationship, FRACTAL and “ _____” recognize the need for disclosure of FRACTAL’s Confidential Information to “ _____”, and vice versa “ _____” is willing to mutually disclose Confidential Information with FRACTAL pursuant to the terms and subject to the conditions of this Agreement.

FOR AND IN CONSIDERATION of the mutual covenants contained in this Agreement, FRACTAL and “ _____” (individually a “party” and collectively “the parties”) agree as follows:

Definitions:

Confidential Information	includes, but is not limited to, trade secrets, systems, software and hardware, concepts, designs, configurations, schedules, costs, performance features, specifications, techniques, copyrighted matter, patented or patentable inventions, plans, methods, drawings, data, tables, calculations, documents or other paperwork, computer program narratives, flow charts, source and object codes, but also includes business and marketing plans, dealings, arrangements, objectives, locations and customer information including prospective customer telecommunications information;
Disclosing Party	the party disclosing the Confidential Information;
Receiving Party	the party receiving the Confidential Information;

Section 1. Confidentiality of Information

Each party acknowledges that all material and information which has or will come into its possession or knowledge after the date hereof, in connection with business discussions, conferences or other activities in pursuit of a business relationship between FRACTAL and “_____” (i) is proprietary to the disclosing party, having been designed, developed or accumulated by the disclosing party at a great expense and over lengthy periods of time, (ii) is secret, confidential and unique, and constitutes the exclusive property of the disclosing party, and (iii) includes the Confidential Information.

The Confidential Information shall remain the property of the Disclosing Party and the Disclosing Party may demand the return thereof at any time upon giving written notice to the Receiving Party.

Each party acknowledges that any disclosure of the other’s Confidential Information other than for the benefit of the party will be wrongful and will cause irreparable injury to the other party and, therefore, each party agrees to hold the other’s Confidential Information in strictest confidence and not to make use of it other than for the benefit of the other party.

The parties agree to protect the others’ Confidentiality Information using the same standard of care used to safeguard its own information, which is of a confidential nature, and further undertakes that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.

Section 2. Non-Disclosure to Third Parties

Notwithstanding the aforesaid, it is acknowledged that certain Confidential Information must be communicated to Third Parties, but neither party shall communicate the other’s Confidential Information in any form to any third party without the other party’s prior consent. Any Confidential Information disclosed to a third party pursuant to this Section shall be provided pursuant to a non-disclosure agreement between the party providing the information and the receiving third party which shall substantially conform to this Agreement.

Section 3. Authorized Disclosure

The parties acknowledge that in order to enable them to discuss pursuit of a business relationship each may be required to disseminate the other party’s Confidential Information to several of its

employees, officers, directors and immediate advisors. Each party undertakes to cause of its employees, officers, directors and immediate advisors to whom such Confidential Information is transmitted to be bound to the same obligation of secrecy and confidentiality to which the parties are bound under this Agreement. The receiving party will remain responsible for any breach of this Agreement by said persons.

In the event that the Receiving Party becomes legally compelled to disclose any Confidential Information, prompt notice shall be given by the Receiving Party to the Disclosing Party in writing so that the Disclosing Party may seek any appropriate remedy to prevent such disclosure or obtain compliance with the provisions of this Agreement and the Receiving Party shall take such steps as the Disclosing Party may require for such purpose.

Section 4. Non-Circumvention

Neither party shall use the Confidential Information of the other party, directly for its own benefit, or indirectly for the benefit of any other party, without the express written consent of the other party, which consent shall not be unreasonably withheld.

Section 5. Survival of Terms

The obligations of this Agreement shall terminate with respect to any particular portion of a party's Confidential Information:

- (i) If either party can show that the confidential Information received from the other is or has become generally available to the public through no violation of the terms of this Agreement;
- (ii) If such Confidential Information is in a written record in one party's files prior to receipt from the other party;
- (iii) if either party at any time lawfully obtains such Confidential Information in writing from a third party under circumstances permitting it disclosure; or
- (iv) If such Confidential Information is disclosed with the prior written consent of the party to whom such Confidential Information belongs, provided that any disclosure complies in all respects with the terms of such written consent.

Otherwise, the obligations of this Agreement with respect to either party's Confidential Information shall terminate five years after the date this Agreement is executed by the parties, or otherwise mutually agreed prior to that, by both parties, in writing. Specific information received by the Receiving Party shall not be deemed to be within any of the exclusions referred to above merely because it is embraced by more general information within one of the said exclusions. In addition, any combination of features or the Confidential Information as a whole shall not be deemed to be within the exclusions merely because individual features are within the exclusions.

Section 6. Extent of Agreement

- (a) This Agreement shall govern all communications between FRACTAL and "_____ " from the date of execution of this Agreement to the date of termination of this Agreement.
- (b) This Agreement is not an agreement by either party to enter into any business relationship with the other or to procure any product or service from the other. Any agreement for such business relationship, purchase of other procurement shall be at the discretion of the parties and shall be

evidenced by separate written agreements executed by the parties, which consent shall not be unreasonably withheld.

- (c) During the effective term of this Agreement and for a period of five (5) years following its termination, either party shall not, directly or indirectly, deal in any way which involves any of either party's customer or employee, without prior written consent, which consent shall not be unreasonably withheld

Nothing in this agreement shall prohibit or limit either party's use of information (including but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without obligation of confidence, (ii) independently developed by it (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (vi) which is or become publicly available through no breach of this Agreement.

Section 7. Governing Law

This Agreement shall be governed by and construed in accordance with the Laws of South Africa.

Section 8. Liability

Without derogating from any other claim that the injured party might have in law, in case of breach of the obligations contained herein, the responsible party shall fully indemnify injured party from and against all losses, costs, claims and damages which may arise as a direct result of such breach of this Agreement.

Section 9. Valid Agreement

Both parties acknowledge that this Agreement is valid and legally binding for the period of cooperation and 5 years after its termination, it has been executed by an authorized representative, and each party confirms and ratified the terms and conditions herein.

No other agreements concluded by and between the Parties hereto concerning their business relationship with each other shall be valid and enforceable unless the terms and conditions are reduced to writing and signed by and between the Parties hereto.

No amendments variations additions or deletions to this agreement shall be valid and enforceable unless reduced to writing and signed by and between the Parties hereto.

Notwithstanding when this agreement will terminate the parties undertake that the confidential information that they have obtained remains confidential in perpetuity.

Section 10. Domicilium Citandi et Executandi

For the purposes of this Agreement, the parties hereto choose as their *domicilium citandi et executandi* for all purposes, the following addresses

FRACTAL:

Address:

Email:

Contact person:

“ _____ ”

Address:

Email:

Contact Person:

“ _____ ”

Signed by:

Who warrants that
he/she is
authorised thereto

(Name)

(Title)

FRACTAL TRACEABILITY

Signed by:

Graham Wright

CEO