



## NON-CIRCUMVENTION, NON-DISCLOSURE AGREEMENT

Entered between:

**MILA AZANIA HOLDINGS (PTY) LTD**

(Company Registration no:2015/002533/07)

210 Amarand Avenue, Pegasus Building. Pretoria 0181

Signed: \_\_\_\_\_

Capacity: Director

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Place: \_\_\_\_\_

And

\_\_\_\_\_  
(Reg. No. \_\_\_\_\_)

(Hereinafter referred to as "Client")

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Place: \_\_\_\_\_

Represented by: \_\_\_\_\_

ID NO.: \_\_\_\_\_

Capacity: Director(s)

02/2025

INITIALS: \_\_\_\_\_; \_\_\_\_\_



In terms of this agreement, the following shall have the following meaning:

**“confidential information”** shall mean (i) all information relating to Mila Azania Holdings products, business and operations including, but not limited to, financial documents and plans, customers, suppliers, manufacturing partners, marketing strategies, vendors, products, product development plans, technical product data, product samples, costs, sources, strategies, operations procedures, proprietary concepts, inventions, sales leads, sales data, customer lists, customer profiles, technical advice or knowledge, contractual agreements, price lists, supplier lists, sales estimates, product specifications, trade secrets, distribution methods, inventories, marketing strategies, source code, software, algorithms, data, drawings or schematics, blueprints, computer programs, and systems and know-how or other intellectual property of Mila Azania Holdings and their affiliates that may be at any time furnished, communicated or delivered by Mila Azania Holdings to the client or *vice versa*, whether in oral, written, tangible, electronic or other form;

(ii) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement;

(iii) information acquired during any tours of the Company’s facilities; and

(iv) all other non-public information provided by the Company whatsoever. All Confidential Information shall remain the property of the Company.

The undersigned Parties are mutually desirous of doing business concerning this agreement across the value chain not limited to, mutual referral or co-operation, in cooperation with one another and with third parties for the mutual benefit of all, and by which they are bound by duty and confidentiality concerning their sources and contacts. This obligation is foreseen by the Convention of the International Chamber of Commerce (I.C. 400/500/600) and the Laws of the Republic of South Africa.

The Parties intend that the information exchanged among themselves in the course of this agreement, introductions to buying and selling parties, as well as the documents which were generated during the course of this agreement with MILA AZANIA HOLDINGS (PTY) LTD, including but not limited to letters of intent, employment offers, service level agreements, contract terms and conditions, banking details or pre advice-advised instruments including software details, and/or any information contained in such documents, will not be passed on, under any circumstance, to another intermediary or broker or trader or any other company or private person who is not an end buyer or end supplier, without the prior specific written consent of the party or parties generating or with proprietary rights to such information and/or documentation.

02/2025

INITIALS: \_\_\_\_\_



This Agreement shall obligate the undersigned and their partners, associates, employers, employees, affiliates, subsidiaries, parent companies, consultants, representatives, successors, clients, and assigns, jointly, severally, mutually, and reciprocally for the term of and to the performance of the terms and conditions expressly stated and agreed to below. Furthermore, whenever this Agreement shall be referenced in any subsequent document(s) or written agreements, the terms and conditions of this Agreement shall apply as noted and shall further extend to any exchange of information, written, oral, or in any other form, involving financial data, personal or corporate names, contracts initiated by or involving the parties and any addition, renewal, extension, rollover amendment, re-negotiations or new agreement that are in any way a component of what shall hereinafter be referred to as 'Duration of Agreement'.

#### **AGREEMENT NOT TO DEAL WITHOUT CONSENT**

The client and/or their affiliates of what-so-ever nature shall not, in any manner solicit and/or accept any business from sources that have been made available by and through MILA AZANIA HOLDINGS (PTY) LTD hereto, nor in any manner shall access, conduct, solicit and/or conduct any transaction, with such said sources, without the specific permission of the party who made such said sources available.

The client shall support complete confidentiality of MILA AZANIA HOLDINGS (PTY) LTD's business and/or their affiliates and shall only show knowledge about these specifically named parties, as allowed by MILA AZANIA HOLDINGS (PTY) LTD unless agreed and granted an expressed written permission by MILA AZANIA HOLDINGS (PTY) LTD. The client shall not in any way whatsoever and/or try such circumvention of and/or any Parties involved in any of the Transactions or interactions and database made available during the duration of agreement with MILA AZANIA HOLDINGS (PTY) LTD, and to the best and proprietary information proven and not altered.

The client shall not show any contact revealed by MILA AZANIA HOLDINGS (PTY) LTD to any third partie(s) as they fully recognize such information and contact/s of the respective party and shall not enter any direct and/or Indirect offers, negotiations, and/or transactions with such contacts revealed by MILA AZANIA HOLDINGS (PTY) LTD who made the contact/s available. In case of circumvention by the client, whether direct and/or indirect, MILA AZANIA HOLDINGS (PTY) LTD shall be entitled to legal monetary compensation, equal to the maximum service it should realize from such a transaction, including any legal fees incurred in the enforcement of this agreement.

02/2025

INITIALS: \_\_\_\_\_;



## VALIDITY

This agreement is valid for **FIVE (5)** years from the date of signature. The client hereby legally, wholly, and irrevocably binds HIM/HERSELF and guarantees MILA AZANIA HOLDINGS (PTY) LTD that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, solicit, avoid, bypass, or obviate MILA AZANIA HOLDINGS (PTY) LTD's interests, or the interest or relationship between MILA AZANIA HOLDINGS (PTY) LTD and parties of interest, using any procedures, sellers, buyers, brokers, dealers, distributors, shippers, financial instructions, technology owners or manufacturers, to exchange information directly or indirectly, payments of established or to be established fees, commissions, or the continuance of pre-established relationships, or to intervene in un-contracted relationships with intermediaries or to initiate any buy/sell or any transactional relationship that by-passes MILA AZANIA HOLDINGS (PTY) LTD of any other individual or entity, in connection with the subject Transaction or Project or any related future Transaction or Project.

## AGREEMENT NOT TO DISCLOSE

The client irrevocably agrees that they shall not disclose or otherwise reveal directly or indirectly to any unauthorized individual or entity any confidential information provided by MILA AZANIA HOLDINGS (PTY) LTD, including but not limited to contract terms, product information or manufacturing processes, prices, fees, financial agreements, schedules and information concerning the identity of sellers, producers, buyers, lenders, borrowers, brokers, distributors or the representatives of any of the above, as well as names, addresses, principals or telex/fax/telephone numbers, references to product or technology information and/or any other information, deemed confidential or privileged within the broadest possible scope of MILA AZANIA HOLDINGS (PTY) LTD's operations at the time of agreement.

## INTELLECTUAL PROPERTY CLAUSE

The client hereby acknowledges/agrees/accepts and irrevocably consents to:

**MILA AZANIA HOLDINGS (PTY) LTD** shall own all right, title and interest, including without being limited to all intellectual property rights, in and to the **Mila Azania Holdings** systems, trademarks, trade names, trade dress, trade address, service marks and the associated names and logos used by **Mila Azania Holdings** from time to time.

All intellectual property the client is exposed to and develops for **Mila Azania Holdings** shall remain the property of **MILA AZANIA HOLDINGS (PTY) LTD** and shall/will not endeavor to sell the IP of **MILA AZANIA HOLDINGS (PTY) LTD** to any other entity/individual/company/software developer/server systems/companies/etc nor will the client discuss the IP of **MILA AZANIA HOLDINGS** with any other third-party with the intention of gaining profit/monies/securities/shares/benefits of any kind.

02/2025

INITIALS: \_\_\_\_\_;



## ARBITRATION/ROUNDTABLE

**MILA AZANIA HOLDINGS (PTY) LTD** and **The Client** hereto agree that they will not settle disputes by way of arbitration however, if arbitration is unavoidable, all disputes arising out of or in connection with this Agreement shall be finally settled under the rules of arbitration of the 'International Chamber of Commerce (ICC)' by one or more 'Arbitrators' appointed in accordance with such arbitration awards shall be binding on all Parties and enforceable at law. The Parties further agree to carry out the terms of any arbitration award without delay and shall be deemed to have waived their right to any form of alternative recourse, by or through any other means, insofar as such waiver can validly be made. Each of The Parties named in an Arbitration continuing and/or needed to appear under such a proceeding, unless otherwise agreed, shall manage its legal expenses.

## FORCE MAJEURE

A party shall not be considered or adjudged to violate this Agreement when the violation is due to circumstances beyond its control, including but not limited to act of God, civil disturbances and theft, or appropriation of the privileged information or contract(s) without the intervention or help of the client.

## ENTITIES OWNED OR CONTROLLED

This Agreement shall be binding upon all consultants, parent company, subsidiaries, and upon the principal(s), employee(s), assignee(s), family, and heirs of each party.

## AGREEMENT NOT TO CIRCUMVENT

The client agrees not to circumvent or attempt to circumvent this agreement to gain fees, commissions, remunerations, or considerations to the benefit of their Company without the full knowledge and acquiescence of MILA AZANIA HOLDINGS (PTY) LTD, whether or not such fees, commissions, remunerations or considerations gained through circumvention would otherwise be deemed the rightful property of MILA AZANIA HOLDINGS (PTY) LTD.

All signatories hereto acknowledge that they have read, and each party fully understands the terms and conditions contained in this agreement and by their initials and signature hereby unconditionally agree to the terms. The purpose of this instrument is to show an internationally recognized non-circumvention non-disclosure and working agreement between the participating parties.

This and future transactions shall be conducted under the guidelines of the International Chamber of Commerce. This agreement may be signed in one or more counterparts and the parties agree that facsimile or email copies of this agreement to be considered as a legal original and signatures thereon shall be legal and binding for **FIVE (5)** years for all contracts as accepted and agreed on the day of date as shown below.

02/2025

INITIALS: \_\_\_\_\_;



Signed at \_\_\_\_\_ on this day \_\_\_\_\_ of \_\_\_\_\_ 2025

Signature of Client \_\_\_\_\_

Capacity \_\_\_\_\_

02/2025

INITIALS: \_\_\_\_\_; \_\_\_\_\_