



UNIVERSITEIT•STELLENBOSCH•UNIVERSITY
jou kennisvennoot•your knowledge partner

**NON-DISCLOSURE AGREEMENT
FOR STUDENTS AND PERSONNEL**

pertaining to the agreement between

STELLENBOSCH UNIVERSITY

(hereinafter "**the University**")

and

Nico Epler - 23910712

(hereinafter "**the Party**")

It is recorded that the University and **ENAEX AFRICA PROPRIETARY LIMITED** ("Enaex") wish to enter into discussions/an agreement for "*Enaex Africa has identified Stellenbosch University as an entity that Enaex Africa may wish to engage from time to time to, inter alia, provide consulting services to or collaborate with Enaex Africa on various matters.*" hereinafter ("**the Purpose**") and have agreed to a Non-Disclosure Agreement ("**the NDA**") or confidentiality clauses under contract number **S008856**.

1. In connection with the Purpose, it will be necessary for certain of Enaex's Confidential Information to be provided by Enaex and/ or the University to the Party. This Confidential Information means any information disclosed to the Party which has been defined as confidential in terms of the NDA;
2. The Party specifically agrees not to disclose any Confidential Information to a third party and to protect it through the exercise of reasonable care. The Party agrees to keep the Confidential Information in a secure environment, and not copy or use the Confidential Information except as it is reasonably necessary in connection with the Purpose. Access to this Confidential Information is for the sole purpose of the Purpose and the Party agrees that breach of confidentiality by me may result in sanctions, civil or criminal prosecutions against the University or the Party and/or University disciplinary action against the Party.
3. The foregoing obligations shall not apply to any information which -
 - 3.1 can be demonstrated to have been lawfully in the public domain at the time of disclosure or subsequently and lawfully becomes part of the public domain by publication or otherwise;
 - 3.2 can be demonstrated through documentary proof to have been lawfully in the Party's possession prior to disclosure;
 - 3.3 subsequently becomes available to the Party from a source other than Enaex, which source is lawfully entitled without any restriction on disclosure to disclose such information; or
 - 3.4 is disclosed pursuant to a requirement or request by operation of law or by any court of competent jurisdiction, provided that the Party gives as much notice of such impending disclosure as is reasonably possible and provide Enaex with all reasonable assistance in preventing and/or limiting such disclosure.
4. Notwithstanding the completion or non-completion of the Purpose, or the termination of University's involvement with it, this Agreement shall commence on the Signature Date and shall remain in force and effect for a period of 3 (three) years, unless amended or replaced by another agreement concluded between the University and the Party superseding this Agreement.

STELLENBOSCH UNIVERSITY

THE PARTY (STUDENT/PERSONNEL MEMBER)

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____