

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into on this 3 day of W 2025

BETWEEN:

Kamel Potteries CC

Registration No.: 2008/306023

VAT No.: 4160188837

34 Ashfield Ave, Umgeni Business Park, 4001, Durban

Represented by: Diana Margaret Buchanan (Director)

("The Disclosing Party")

AND:

Allen Van Houten

Identity Number: 6607025024080

Address: 60 STINKHOUT CROSSLAND VANDERBIJLHAK 1911

Email: shooters@mweb.co.za

Phone: +27 73 194 3416

("The Receiving Party")

WHEREAS:

- The Disclosing Party owns and operates Kamel Potteries CC, a pottery manufacturing business
- The Receiving Party is a potential purchaser of the business
- The Disclosing Party agrees to disclose Confidential Information for the purpose of evaluating a potential business acquisition
- This Agreement is overseen by Hanover & Tyke (Pty) Ltd (<https://hanovertyke.co.za>) as legal advisor

NOW THEREFORE THE PARTIES AGREE:

1. DEFINITION OF CONFIDENTIAL INFORMATION

1.1 "Confidential Information" means all information disclosed by the Disclosing Party, including but not limited to:

- Financial statements for 2024 and monthly statements through August 2025
- Customer databases, client lists, and sales history
- Supplier contracts, pricing structures, and terms
- Product designs, pottery techniques, and manufacturing processes
- Employee salaries, contracts, and personal information
- Business strategies, marketing plans, and forecasts



- Lease agreements and property-related documents
- Any other proprietary business information

2. CONFIDENTIALITY OBLIGATIONS

2.1 The Receiving Party shall:

- Maintain strict confidentiality of all Confidential Information
- Use Confidential Information solely for evaluating the potential acquisition
- Protect Confidential Information with the same degree of care used for own confidential information, but no less than reasonable care

2.2 PERMITTED DISCLOSURE TO PROFESSIONAL ADVISORS

The Receiving Party may disclose Confidential Information to registered accountants and licensed attorneys

PROVIDED THAT:

- The Disclosing Party receives **SEVEN (7) DAYS** written notice of each advisor's full name, firm, and professional registration number
- Each advisor signs a separate Non-Disclosure Agreement (in the form attached as Annexure A) **BEFORE** receiving any information
- Advisors may only review information for the purpose of advising on the potential acquisition
- All information must be returned or destroyed immediately after review
- No copies, photographs, or notes may be retained by advisors without written permission
- The Receiving Party remains fully liable for any breach by their advisors

2.3 The Receiving Party shall NOT:

- Disclose information to any other third parties
- Copy, reproduce, or photograph any Confidential Information without written consent
- Remove Confidential Information from agreed premises without permission
- Use Confidential Information for competitive advantage

3. TERM

This Agreement shall remain in effect for **2 YEARS** ~~FIVE (5) YEARS~~ from the date of signature.

4. REVIEW PERIOD

The Receiving Party shall have **FOURTEEN (14) DAYS** from receipt of Confidential Information to complete initial due diligence review. Extensions may be granted by mutual written agreement.

5. NON-SOLICITATION

5.1 For a period of **TWENTY-FOUR (24) MONTHS** from the date of this Agreement, the Receiving

Party shall not, directly or indirectly:

- Solicit, employ, or engage any employees of Kamel Potteries CC
- Solicit or accept business from any customers of Kamel Potteries CC
- Induce any supplier to terminate or modify their relationship with Kamel Potteries CC

6. RETURN OF INFORMATION


Upon request or termination of negotiations, the Receiving Party shall immediately:

- Return all Confidential Information and copies thereof
- Destroy any notes, analyses, or documents containing Confidential Information
- Ensure all advisors have destroyed/returned all information
- Provide written certification of compliance with this clause

7. BREACH AND REMEDIES

7.1 The Receiving Party acknowledges that breach of this Agreement will cause irreparable harm to the Disclosing Party's business interests

7.2 In the event of breach, the Disclosing Party shall be entitled to:

- Immediate interdict or injunctive relief without the necessity of proving actual damages
 - Recovery of all legal costs on an attorney-and-client scale
 - ~~Any additional actual damages suffered as a result of the breach~~
 - Any other remedies available in law or equity
- 

7.3 The remedies provided herein are cumulative and not exclusive of any other rights and remedies available at law or in equity.

8. EXCEPTIONS

Confidential Information shall not include information that:

- Is or becomes publicly available through no breach by the Receiving Party
- Was rightfully known before disclosure
- Is required to be disclosed by law or court order (with prior written notice to Disclosing Party where legally permitted)

9. GOVERNING LAW AND JURISDICTION

9.1 This Agreement shall be governed by the laws of the Republic of South Africa

9.2 The parties consent to the exclusive jurisdiction of the High Court of South Africa, KwaZulu-Natal Division, Durban

10. GENERAL PROVISIONS

10.1 This Agreement constitutes the entire agreement between the parties



- 10.2 No amendment shall be valid unless in writing and signed by both parties
- 10.3 If negotiations terminate, this Agreement and all obligations herein remain in full force
- 10.4 The Receiving Party may not cede or assign any rights under this Agreement
- 10.5 The parties acknowledge that the terms of this Agreement are fair and reasonable

SIGNED at _____ on this ____ day of _____ 2025

DISCLOSING PARTY:

Diana Margaret Buchanan
Director, Kamel Potteries CC
Date: _____

Witness 1: _____

RECEIVING PARTY:

Allen Van Houten
Date: 3/11/2025
Witness 2: Elma Nel

ACKNOWLEDGED BY LEGAL ADVISOR:

Hanover & Tyke (Pty) Ltd Representative
Date: _____

ANNEXURE A: ADVISOR'S NON-DISCLOSURE AGREEMENT

I, _____ (full name), ID/Registration No: _____

Professional Registration No: _____ Firm: _____

Appointed by Allen Van Houten to review Confidential Information of Kamel Potteries CC, hereby agree to:

- 1. Maintain strict confidentiality of all information received
- 2. Use information solely to advise my client on the potential acquisition
- 3. Not retain any copies, notes, or records after review without written permission
- 4. Return/destroy all information immediately upon completion of review
- 5. Be bound by the same confidentiality terms as the primary NDA for ~~5 years~~ 2 years

I acknowledge that breach will result in legal action and liability for damages.

SIGNED: _____ DATE: _____

WITNESS: _____

SUMMARY OF KEY TERMS

Term	Details
Confidentiality Period	5 years 2 years from signature
Due Diligence Period	14 days (extensions by mutual agreement)
Non-Solicitation Period	24 months
Advisor Notice Period	7 days written notice
Remedies for Breach	Injunctive relief, legal costs, actual damages
Governing Law	South African Law
Jurisdiction	High Court, KwaZulu-Natal Division, Durban

This document is prepared for the business acquisition discussions between Kamel Potteries CC and Allen Van Houten, with legal oversight by Hanover & Tyke (Pty) Ltd.