

MUTUAL NON-DISCLOSURE AGREEMENT

between

Nelson Mandela University

A public higher education institution and juristic person in terms of the Higher Education Act 101 of 1997 as amended and herein represented by Prof Daniel Gerhardus Hattingh in his capacity as entity Director of eNtsa and being duly authorized hereto

and

Lawrence Douglas Skamben NIA ID: 970818 5155081

Relating to:

related activities/projects and discussions

(hereinafter referred to as "the Field").

1. PREAMBLE

- 1.1 The mutual objective of the Parties under this Agreement is to provide protection for confidential information while maintaining the ability to conduct their respective business activities. Each Party agrees that the following terms apply when one of the Parties ("**Discloser**") discloses confidential information to the other ("**Recipient**").
- 1.2 The Discloser has valuable information, technical knowledge and intellectual property in the Field developed by its staff or contractors, all of which are regarded of a confidential nature and commercial assets of considerable value ("**Confidential Information**") which the Discloser wishes to disclose to the Recipient; and
- 1.3 The Recipient wishes to receive Confidential Information on the condition that the Recipient will not disclose the same to any third party or make use thereof in any manner except as set out below.
- 1.4 "**Parties**" means both the Discloser and the Recipient and "**Party**" means either one of them.

2. CONFIDENTIALITY UNDERTAKING

- 2.1 All information not designated in writing as confidential is not confidential. If either Party requires information to be designated as Confidential Information, it will be marked clearly as such, or if disclosed orally, it will be identified as confidential at the time of disclosure.
- 2.2 The Recipient undertakes to treat as strictly confidential and not to divulge to any third party any information disclosed to it by the Discloser, its staff or contractors, and not to make use of such information without the Discloser's prior written consent.

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- 2.3 In the event of the Recipient visiting the facilities of the Discloser where the valuable information, technical knowledge or intellectual property has been developed, the Recipient undertakes that any further information, which may come to its knowledge as a result of such a visit, will be kept strictly confidential and that any such information will not be divulged to any third party and will not be made use of in any way without the Discloser's prior written consent.
- 2.4 The above undertakings will not apply to information which:
- 2.4.1 becomes known by third parties through no fault of the Parties;
 - 2.4.2 is or becomes published otherwise than by unauthorised publication in breach of this Agreement;
 - 2.4.3 is independently developed by an employee of the Recipient who has not had access to any of the Confidential Information disclosed to the recipient by the Discloser;
 - 2.4.4 is in the public domain;
 - 2.4.5 can reasonably be demonstrated to be known to the Parties prior to disclosure under this Agreement;
 - 2.4.6 is disclosed to the Party or Parties by another party entitled to disclose the information;
 - 2.4.7 the Parties agree to release; or
- 2.5 The above undertaking will not apply to information which is required to be disclosed by law.
- 2.6 The Parties agree that the Recipient will be relieved of all obligations under this Agreement three (3) years after the date of disclosure of Discloser's Confidential Information, unless otherwise determined in writing at the time of such disclosure.
- 2.7 The Discloser provides Confidential Information without warranties of any kind and will not be liable for any damages arising out of the use of Confidential Information disclosed under this Agreement.

3. GENERAL

- 3.1 This Agreement does not compel either Party to disclose or to receive Confidential Information.
- 3.2 Neither Party may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent.
- 3.3 Only a written agreement signed by both Parties can modify this Agreement.
- 3.4 Both Parties consent to the application of the laws of South Africa to govern, interpret, and enforce all of the Party's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement.
- 3.5 This Agreement is the complete and exclusive agreement regarding the Parties' disclosures of Confidential Information, and replaces any prior oral or written communications between the Parties regarding these disclosures. By signing below for the Parties' respective entities, each Party agrees to the terms of this Agreement.


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4. DOMICILIA

The parties choose as their respective *domicilium citandi et executandi* for purposes of this Agreement as set out hereunder.

Nelson Mandela University

Room 045
Building 261
Summerstrand campus (North)
Gardham Avenue
Summerstrand
Port Elizabeth

Tel: 041 504 3608

13404, Beverdine Hill

13. Groot Rd.

Nendabeni

Lape Town

Tel: 071 493-6106

Accepted for and on behalf of

NELSON MANDELA UNIVERSITY

and duly authorised

Signature:

Name:

Prof Daniel Gerhardus
Hattingh

Designation:

Director: eNtsa

Date:

11/03/2024

Place:

Gqeberha

Accepted for and on behalf of

Lawrence Stanten

and duly authorised

Signature:

Name:

Lawrence Douglas Stanten

Designation:

Visiting Researcher

Date:

8 March 2024

Place:

Gqeberha

This agreement specifically relates to customer work being done at Wile, and does not include the general equipment and related facilities that Wile possesses.

Agreement extends to all future work conducted beyond the date of this signing.

