



Crest AI

Winnie Mandela Drive, Sloane St, Bryanston
Sandton, 2197, South Africa

30th May , 2025

NON-DISCLOSURE AND INTELLECTUAL PROPERTY RIGHTS AGREEMENT

This Agreement is between Crest AI (“OWNER”) and

.....
....., an individual residing at (“RECIPIENT”).

WHEREAS, OWNER has, through substantial effort, research, time, and expense, developed and availed certain inventions, design concepts, methodologies, technical know-how, data, and copyrightable material (“INFORMATION”);

WHEREAS, OWNER desires to disclose the INFORMATION on a confidential basis to RECIPIENT solely for the purpose of executing internship duties and research projects; and

WHEREAS, OWNER wishes to maintain the confidentiality of the INFORMATION and the protection of OWNER'S intellectual property rights globally, including but not limited to South Africa, Nigeria, Egypt, Uganda, Gabon, and international jurisdictions;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:



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I. CONFIDENTIAL INFORMATION

A. OWNER agrees to disclose INFORMATION to RECIPIENT solely to facilitate internship or research projects administered by OWNER.

B. RECIPIENT agrees to receive such INFORMATION and to refrain from copying, disclosing, using, selling, or offering for sale any and all of said INFORMATION, other than at the request or under the instruction of OWNER. RECIPIENT agrees to maintain confidentiality and take all reasonable precautions to prevent unauthorized use or disclosure.

C. Exceptions: RECIPIENT shall not be liable for disclosure or use of INFORMATION that:

1. Was publicly available at the time of disclosure by OWNER;
 2. Was lawfully known and documented by RECIPIENT prior to disclosure by OWNER;
- or
3. Was lawfully received from a third party not in breach of any obligation to OWNER.

If RECIPIENT believes prior knowledge applies, a written description must be submitted to OWNER within fourteen (14) days of disclosure.

D. No rights or licenses are granted to RECIPIENT by virtue of this disclosure. All INFORMATION and copies thereof shall remain the sole property of OWNER and must be returned upon request.

E. This Agreement remains in force regardless of public filings such as patent or copyright applications by OWNER.



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II. RESTRICTIONS

A. Without prior written consent of OWNER, RECIPIENT agrees:

Not to disclose or use any confidential INFORMATION for personal or third-party benefit;

Not to reproduce or copy any materials containing confidential INFORMATION; and

To implement reasonable safeguards to protect the secrecy of OWNER's INFORMATION.

B. Upon request by OWNER, RECIPIENT agrees:

To return or destroy all materials containing or derived from confidential INFORMATION;
and

To cease all use and disclosure of said INFORMATION.

III. INTELLECTUAL PROPERTY

A. Title and Copyright Assignment

1. All results of work (the "Work") conducted by RECIPIENT during their relationship with OWNER, including code, models, content, or reports, shall be the exclusive property of OWNER.

2. RECIPIENT agrees to execute necessary documentation to formalize transfer of rights to OWNER.

B. Patent Assignment

1. Any invention developed during RECIPIENT'S tenure that relates to OWNER's work shall be assigned to OWNER.



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2. RECIPIENT hereby transfers to OWNER all global rights to such inventions, including patent applications, and agrees to cooperate in filings and enforcement.

3. This excludes inventions not using OWNER's confidential INFORMATION, unless created as part of RECIPIENT'S duties under this Agreement.

IV. COVENANT NOT TO SUE

RECIPIENT shall not challenge or contest any rights related to the INFORMATION or intellectual property belonging to OWNER, nor shall they assist others in such challenges.

V. DAMAGES AND SPECIFIC PERFORMANCE

RECIPIENT acknowledges that breach of this Agreement will cause irreparable harm to OWNER, entitling OWNER to injunctive relief, specific performance, and compensation for damages.

VI. SEVERABILITY

If any provision is found invalid, the remainder shall remain enforceable. The parties agree to replace unenforceable provisions with legally valid equivalents that meet the original intent.

VII. MERGER AND MODIFICATION

This Agreement supersedes all prior discussions or agreements. Modifications must be in writing and signed by both parties. However, RECIPIENT remains bound by any previous confidentiality commitments made to OWNER.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the latest date indicated below.



Crest AI

Winnie Mandela Drive, Sloane St, Bryanston
Sandton, 2197, South Africa

OWNER: Crest AI

Signature:

Name:

Title:

Date:

RECIPIENT (Intern):

Signature:

Name:

Address:

Email:

Phone:_

Date: