

MUTUAL NON-DISCLOSURE AGREEMENT

between

QUANTUM SOLUTIONS

and

Relating to:

(hereinafter referred to as "the Project").

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 Project 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.
- 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
 - 2.4.8 is required to be disclosed by law.
- 2.5 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.
- 2.6 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.

4. DOMICILIA

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

Quantum Solutions

P.O. Box 353
5 Loop street
Ladybrand. 9745
South Africa

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Tel: 051 924 2220

Tel:

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web: www.t24quantum.com

Accepted for and on behalf of

Accepted for and on behalf of

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QUANTUM SOLUTIONS

and duly authorised

and duly authorised

Signature:

Signature:

Name:

Name: Jakes van den Berg

Designation:

Designation: Research, Technology and Planning

Date:

Date:

Place:

Place: Ladybrand