

# NON-DISCLOSURE AGREEMENT

This agreement is entered into this \_\_\_\_\_ 2024 by and between CALPOWER PTY (Ltd) and \_\_\_\_\_

Whereas, in connection with discussions of potential development of commercial, legal or financial relationships between CALPOWER PTY (Ltd) and \_\_\_\_\_ its subsidiaries, CALPOWER PTY (Ltd) is willing to furnish certain written and non-written information, including confidential and proprietary information, to \_\_\_\_\_.

Whereas, the parties desire to execute this Non-Disclosure Agreement which will establish the terms and conditions applicable to the disclosure and handling of CALPOWER PTY (Ltd) confidential information to \_\_\_\_\_

Now therefore, the parties hereto agree as follows:

## 1. Confidential Information

As used in this agreement and except as set forth in paragraph 2, the term "Confidential Information" means and includes:

- (a) all CALPOWER PTY (Ltd) Information which \_\_\_\_\_ knows or has a reason to know is proprietary to respecting CALPOWER PTY (Ltd)'s practices, procedures, proposals, research and development, patents, copyrights, data, software or computer operating systems, designs;
- (b) other business or financial information, plans, strategies or forecasts, operations, marketing or merchandising information provided by CALPOWER PTY (Ltd);
- (c) any other trade secrets and other proprietary ideas, concepts, know-how, methodologies and information incorporated therein; and
- (d) any information provided by a third party that \_\_\_\_\_ knows or has reason to know is proprietary to CALPOWER PTY (Ltd) and confidential.

## 2. Exceptions to Confidential Information

The definition of Confidential Information set forth in paragraph 1 does not include any information which:

- (i) was publicly available at the time of disclosure by CALPOWER PTY (Ltd);
- (ii) became publicly available after disclosure by CALPOWER PTY (Ltd) through no fault of \_\_\_\_\_;
- (iii) was in \_\_\_\_\_'s rightful possession prior to disclosure by AFRICAZ TRADING PTY (Ltd), as evidenced by [INSERT NAME]'s written records.

## 3. Non-Disclosure Obligation

\_\_\_\_\_ agrees that it shall maintain the confidential nature of any and all Confidential Information in such a manner as is adequate to protect CALPOWER PTY (Ltd)'s interest in and to the Confidential Information. \_\_\_\_\_ agrees to use at least the same level of care in handling CALPOWER PTY (Ltd)'s Confidential Information as it would apply to the handling of its most confidential information.

\_\_\_\_\_ further agrees to maintain the confidentiality of CALPOWER PTY (Ltd)'s Confidential Information, to ensure that it is not disclosed, divulged, disseminated or revealed to any third party and that it shall not use such Confidential Information for purposes other than those contemplated herein.

#### 4. Permitted Disclosure

\_\_\_\_\_ shall use the Confidential Information only in connection with the discussion of potential development referred to above. The disclosure of the Confidential Information by \_\_\_\_\_ will be limited to its employees, agents, attorneys and advisers ("Permitted Entities") on a need-to-know basis if such knowledge of the Confidential Information is required to accomplish the purpose contemplated herein and if, those Permitted Entities agree to be bound by the obligations of \_\_\_\_\_ as set forth herein.

#### 5. Return of Proprietary Information

\_\_\_\_\_ agree that, upon request by CALPOWER PTY (Ltd) or at such other time as the need no longer exists, it will return or destroy, at CALPOWER PTY (Ltd) 's direction all documents, samples or other material embodying the Confidential Information then in its possession or under its control. \_\_\_\_\_ shall not be entitled to retain any copies or records of the Confidential Information.

#### 6. Legal Obligation to Disclosure

Should \_\_\_\_\_ become legally compelled to disclose any of the Confidential Information, \_\_\_\_\_ shall promptly provide CALPOWER PTY (Ltd) with notice to permit it to seek a protective order or other appropriate remedy. \_\_\_\_\_ shall only disclose that part of the Confidential Information \_\_\_\_\_ is legally required to disclose.

#### 7. Effective Date and Length of Obligation

This agreement is effective as the first date written above. \_\_\_\_\_'s obligation of confidentiality, as set forth herein, shall continue for five (5) years from the date CALPOWER PTY (Ltd) discloses any Confidential Information to \_\_\_\_\_.

#### 8. Disclaimer of any Other Relationship

This agreement shall not:

- (a) obligate the parties to enter into any agreement between the parties;
- (b) obligate either of the parties to pay the other any compensation, fee or expense whether or not the parties ultimately conclude any kind of agreement;
- (c) prevent either of the parties from entering into discussions with any other company.

#### 9. Irreparable Injury

The parties hereto acknowledge that, in the event of any breach of this Agreement, CALPOWER PTY (Ltd) would irreparably and immediately suffer injury and could not necessary be made whole by monetary damages. It is accordingly agreed that CALPOWER PTY (Ltd), in addition to any other remedy, shall be entitled to an injunction to prevent breaches of and to compel specific performance of this Agreement.

#### 10. Solicitation for Employment

Without any prior written consent, \_\_\_\_\_ shall not for a period of five (5) years after the date here above mentioned, directly or indirectly, solicit for employment any person who is employed in an executive, managerial or technical capacity by CALPOWER PTY (Ltd).

**11. Amendments**

This agreement shall not be cancelled, amended or modified in any respect except by a written instrument signed by all of the parties hereto.

**12. Governing Law**

This agreement shall be construed according to and governed by the Laws of South Africa.

**13. Successors and Assigns**

This agreement shall inure to the benefit of and be binding on the parties, their subsidiaries, successors, assigns and legal representatives.

**14. Notices**

All notices and other communications shall be addressed to:  
CALPOWER PTY (Ltd) COMPANY  
Name: YAGAMBARAM NAIDU  
Title: DIRECTOR  
Postal Address: PO Box 201481 Durban North 4016  
Physical Address: 759 Chris Hani Road, Briardene 4051

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Physical Address: \_\_\_\_\_

Signed at Durban this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
for: DIRECTOR CALPOWER PTY (Ltd)

as Witness: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Signed at Durban this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
for: [INSERT NAME]

as Witness: 1. \_\_\_\_\_ 2. \_\_\_\_\_