

MUTUAL AGREEMENT FOR THE PROTECTION OF RESTRICTED INFORMATION

(Confidentiality Agreement)

entered into by and between

Southern Africa Trust (The Trust)

Registration No.: 052-116-NPO

and

The Company

(Registration No.)

1 INTRODUCTION

- 1.1 During the course of their business relationship, the parties disclose to each other certain information pertaining to their operations which information is of a proprietary, sensitive or confidential nature ("restricted information").
- 1.2 The parties wish to record the terms and conditions upon which each has, and shall in the future disclose restricted information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties.
- 1.3 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any restricted information to the other party prior to date of signature hereof.

2 THE RESTRICTED INFORMATION

"Restricted information" shall, for the purpose of this agreement include, without limitation, any technical, commercial or scientific information, research and development, know-how, trade secrets, processes, machinery, designs, drawings, visual merchandising, technical specifications, current or future business models, strategy, client/customer/supplier particulars, financial information and other information of a sensitive, proprietary or confidential nature (including, but not limited to, the information set out in 1.1 above) in whatever form, disclosed to the particular receiving party during the course of its mutual relationship.

Restricted information, in particular includes any information in the context of the use of the Business for Development (B4D) Pathfinder Tools, that means the B4D Barometer, B4D Toolkit and B4D Charter, and the dissemination of information thereof. This also comprises all information the client is providing, for example, when filling in the B4D Pathfinder Barometer and analysing the results.

For the avoidance of doubt, the agreement on non disclosure of such restricted information shall bind both parties to the same extent in regard to information proprietary to each party's operations.

3 DISCLOSURE OF RESTRICTED INFORMATION

- 3.1 The company shall only disclose the restricted information to the Southern Africa Trust to the extent deemed necessary or desirable by the company in its discretion.
- 3.2 The Southern Africa Trust acknowledges that the restricted information is a valuable, special and unique asset proprietary to the disclosing party.
- 3.3 The Southern Africa Trust agrees that it will not, during or after the course of the parties' relationship, disclose the restricted information to any third party for any reason or purpose whatsoever without the prior written consent of the company, save in accordance with the provisions of this agreement. For avoidance of doubt, in this agreement "third party" means any party other than the company and the Southern Africa Trust. In particular, the Southern Africa Trust agrees not to divulge the company's restricted information, in

whole or in part, to any third party, including, without limitation, to any competitor, or representatives, agents or employees of such competitor. For the purpose of this clause, "competitor" shall include but not be limited to any peer company in the same industry sector the company is working in. This includes any of their respective subsidiaries or holding companies (if any).

- 3.4 Notwithstanding anything to the contrary contained in this agreement the parties agree that the restricted information may be disclosed by both parties to their directors, employees, managers and professional advisors on a need-to-know basis, provided the particular receiving party takes whatever steps are necessary to procure that such persons abide by the terms of this agreement to prevent the unauthorised disclosure of the restricted information to third parties. For purposes of this agreement, the particular receiving party's professional advisers and employees, directors or managers shall be deemed to be acting, in the event of a breach, as the receiving party's duly authorised agents.
- 3.5 Both parties agree:
 - 3.5.1 not to utilise, exploit or in any other manner whatsoever use the restricted information for any purpose other than for the purposes provided for in any relevant agreement between the parties without the prior written consent of the disclosing party;
 - 3.5.2 that the unauthorised disclosure of the restricted information to a third party may cause irreparable loss, harm and damage to the particular disclosing party. Accordingly, the receiving party indemnifies and holds the disclosing party harmless against the loss, claim, harm or damage of whatsoever nature, suffered or sustained by the particular disclosing party pursuant to a breach by the receiving party of the provisions of this agreements.
 - 3.5.3 that the restricted information disclosed or to be disclosed to it may constitute "insider information" as it is or maybe defined in the relevant national law of the country in which the client is based.
- 3.6 Specifically with regard to the Business for Development (B4D) Pathfinder Tools the company agrees:
 - 3.6.1 not to use or copy the Business for Development Pathfinder Tools and any information, knowledge, methodology thereof without authorisation by the Southern Africa Trust.
 - 3.6.2 not to disseminate any information, knowledge, methodology of the Business for Development (B4D) Pathfinder Tools and its content to third parties without authorisation by the Southern Africa Trust.

4 PILOTING

The company uses the Business for Development (B4D) Pathfinder Tools in order to improve its inclusive business practices. In this context, the company is provided with these tools to pilot them for a longer period, entering into a Memorandum of Agreement on the use of the above tools. The company commits itself to use and test the tools intensely and give a comprehensive and professional feedback on the tools to the Southern Africa Trust.

This feedback includes any commentary on content and technical functionality of the B4D Pathfinder Barometer and B4D Toolkit, in particular on the relevance, value, sense, accuracy and trueness, effectiveness, gaps, challenges, advantages, user-friendliness, and general impression on the Business for Development (B4D) Pathfinder Tools. In particular, the company will give feedback on whether and in which way the above tools are supportive for the company and which parts of the tools would require improvements.

The feedback will focus on the B4D Pathfinder Barometer as well as on the B4D Toolkit, in particular the guidance tool thereof. Further descriptions on the requested feedback by the company will be listed in the Memorandum of Agreement that will be concluded between both parties.

5 TITLE

- 5.1 All restricted information disclosed by either party is acknowledged by the receiving party:
 - 5.1.1 to be proprietary to the particular disclosing party; and
 - 5.1.2 not to confer any rights to the particular receiving party of whatsoever nature in the restricted information.

6 STANDARD OF CARE

Both parties agree that they shall protect the restricted information disclosed pursuant to the provisions of this agreement using at least the same standard of care that they apply to safeguard they own restricted information and that the information shall be safeguarded and handled in such a way as to prevent any unauthorised disclosure thereof.

7 RETURN OF MATERIAL CONTAINING OR PERTAINING TO THE RESTRICTED INFORMATION

- 7.1 The particular disclosing party may, at any time, request the particular receiving party to return any material containing, pertaining or relating to restricted information disclosed pursuant to the terms of this agreement and may, in addition request the particular receiving party to furnish a written statement to the effect that, upon such return, the particular receiving party has not retained in its possession, or under its control, either directly or indirectly, any such material.
- 7.2 As an alternative to the return of the material contemplated in 7.1 above, the particular receiving party shall, at the instance and specific request of the particular disclosing party, delete such material and furnish the disclosing party with a written statement to the effect that such material has been deleted.
- 7.3 The particular receiving party shall comply with a request in terms of this clause, within 7 (seven) days of receipt of such a request.

8 EXCLUDED RESTRICTED INFORMATION

- 8.1 The obligations of both parties pursuant to the provisions of this agreement shall not apply to any restricted information that:
 - 8.1.1 is known to, or in the possession of the particular receiving party prior to disclosure thereof by the particular disclosing party;
 - 8.1.2 is or becomes publicly known, otherwise than as a result of a breach of a duty of confidentiality by the particular receiving party or a third party;
 - 8.1.3 is developed independently of the particular disclosing party by the particular receiving party in circumstances that do not amount to a breach of the provisions of this agreement;
 - 8.1.4 is disclosed by the particular receiving party to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances, to the extent permitted in law the particular receiving party shall advise the particular disclosing party to take whatever steps it deems necessary to protect its interests in this regard and provided further that the particular receiving party will disclose only that portion of the information which it is legally required to disclose and the particular receiving party will use its reasonable endeavours to protect the confidentiality of such information to the greatest extent possible in the circumstances;
 - 8.1.5 is disclosed to a third party pursuant to the prior written authorisation of the particular disclosing party;
 - 8.1.6 is received from a third party in circumstances that do not result in a breach of the provisions of this agreement.

9 ACCESS TO INFORMATION

9.1 The parties agree that the disclosure of information by the particular receiving party otherwise than in accordance with the provisions of this agreement shall entitle the particular disclosing party to institute action for breach of confidence against the particular receiving party. This shall include any action founded on the State's demand to access of information without the support of a competent court order.

9.2 The parties acknowledge that the provisions of clause 9.1 shall not be construed in such a manner as to exclude the applicability of any ground of refusal contained in relevant legal frameworks, which may be applicable in the event that the particular receiving party receives a request for the whole or any part of the information.

10 TERM

This agreement shall commence upon the date of signature of the last signing party hereto ("the effective date") and shall endure for 120 months thereafter.

11 ADDITIONAL ACTION

Each party to this agreement shall execute and deliver such other documents and do such other acts and things as may be necessary or desirable to give effect to the terms and provisions of this agreement.

12 BREACH

In the event that either party should breach the provisions of this agreement and fail to remedy such breach within 7 (seven) days from date of a written notice to do so, then the particular disclosing party shall be entitled to invoke all remedies available to it in law including the institution of urgent interim proceedings and/or an action for damages.

13 AMENDMENTS

No amendment, interpretation or waiver of any of the provisions of this agreement shall be effective unless reduced in writing and signed by both parties.

14 ENFORCEMENT

The failure by the particular disclosing party to enforce or to require the performance at any time of any of the provisions of this agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this agreement or any part hereof or the right of the disclosing party to enforce the provisions of this agreement.

15 HEADINGS

The headings of the clauses of this agreement are used for convenience only and shall not affect the meaning or constructions of the contents of this agreement.

16 REPRESENTATIONS & WARRANTIES

Each party represents that it has read and understood this agreement in full.

Each party further represents that it has authority to enter into this agreement and to do all things necessary to procure the fulfilment of its obligations in terms of this agreement.

17 GOVERNING LAW

This agreement shall be governed by and interpreted in accordance with the laws of the country, in which the South Africa Trust is located (South Africa).

18 ADDRESSES

18.1 Any written notice in connection with this agreement may be addressed:

18.1.1 In the case of the Southern Africa Trust to:

Address:

Postnet Suite 100, Private Bag X121, Halfway House, Midrand, 1685,
South Africa

Telefax no: +27 (0) 11 318 0814

and shall be marked for the attention of the Southern Africa Trust's
Head of Programmes;

18.1.2 In the case of the company to:

Address:

Telefax no:

and shall be marked for the attention of The company's

18.2 A party may change its address, by prior notice in writing to the other party.

18.3 If any notice is to be sent by mail, it shall be sent by prepaid registered mail and shall then be deemed until and unless the contrary is proved, to have been received 10 (ten) days after the date of posting.

18.4 If any notice is sent by telefax, it will be deemed, until and unless the contrary is proved, to have been received on the date recorded on the transmission slip.

18.5 If any notice is delivered by hand, it will be deemed to have been received on proof of the date of delivery.

19 SEVERABILITY

In the event of any one or more of the provisions of this agreement being held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, and this agreement shall be construed as if such invalid, illegal or unenforceable provision was not a part of this agreement, and the agreement shall be carried out as nearly as possible in accordance with its original terms and intent.

SIGNED AT MIDRAND ON THE _____ DAY OF _____

AS WITNESSES:

1. _____

2. _____

FOR AND ON BEHALF OF THE SOUTHERN AFRICA TRUST

SIGNED AT _____ ON THE _____ DAY OF _____

AS WITNESSES:

1. _____

2. _____

FOR AND ON BEHALF OF THE COMPANY,

ANNEXURE

Signed at on20__

Southern Africa Trust

duly authorised to so sign
Name:

AS WITNESS:

1.

2.

Signed at on20__

Company

AS WITNESS:

1.

2.