



Change Intervention Programme

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MATJHABENG CHANGE INTERVENTION PROGRAMME

AGREEMENT FOR EXCHANGE OF CONFIDENTIAL INFORMATION

Our mutual objective under this Agreement is to provide protection for confidential information (Information) while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient).

1. Disclosure

1. Information will be disclosed either:
 - a. in writing,
 - b. by delivery of items,
 - c. by initiation of access to Information, such as may be contained in a data base; or
 - d. by oral and/or visual presentation.
2. Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information will be identified as confidential at the time of disclosure.

2. Obligations

1. The Recipient agrees to:
 - a. use the same care and discretion to avoid disclosure, publication, or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
2. use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.
3. The Recipient may disclose Information to:
 - a. its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; and
 - b. any other party with the Discloser's prior written consent.

4. Before disclosure to any of the above parties, the Recipient will have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement.
5. The Recipient may disclose Information to the extent required by law. However, the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

3. Confidentiality Period

1. Information disclosed under this Agreement will be subject to this Agreement for two years following the end date, cancellation, or termination of the agreement(s) to which this Agreement forms part of, or two years after the initial date of disclosure if this agreement does not form part of other agreement(s).

4. Exceptions to Obligations

1. The Recipient may disclose, publish, disseminate, and use Information that is:
 - a. already in its possession without obligation of confidentiality,
 - b. developed independently,
 - c. obtained from a source other than the Discloser without obligation of confidentiality,
 - d. publicly available when received, or subsequently becomes publicly available through no fault of the Recipient, or
 - e. disclosed by the Discloser to another party without obligation of confidentiality.



5. Disclaimers

1. The Discloser provides information without warranties of any kind.
2. The Discloser will not be liable for any damages arising out of the use of Information disclosed under this Agreement.
3. Neither this Agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

6. General

1. This Agreement does not require either of us to disclose or to receive Information.
2. Neither of us may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.

3. The receipt of Information under this Agreement prohibits the Recipient from:
 - a. providing to others, products or services which may be competitive with products or services of the Discloser,
 - b. providing products or services to others who compete with the Discloser, or
 - c. assigning its employees in a way that conflicts with the terms of this agreement in any way.
4. Only a written agreement signed by both of us can modify this Agreement.
5. Both of us consent to the application of the laws of South Africa to govern, interpret, and enforce all your and our rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

This Agreement is the complete and exclusive agreement regarding our disclosures of information and replaces any prior oral or written communications between us regarding these disclosures. By signing below for our respective enterprises, each of us agrees to the terms of this Agreement. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

Accepted for and on behalf of: -

Accepted for and on behalf of: -

FS184 CIP NPC

Authorized Signatory: -

Authorized Signatory: -

Name: -

Name: -

Title: -

Title: -

Date of Signature: -

Date of Signature: -