



neurothesis

NON-DISCLOSURE AGREEMENT

Provided by

NEURO THESIS PTY LTD

Registration Number: 2022/574462/07

("The Disclosing Party")

to

Full Names:	
Identity Number:	
Email Address:	
Physical Address:	

("The Receiving Party")

1. DEFINITIONS

1.1 In this Agreement, unless the context indicates a contrary intention, the following terms or words shall have the following meanings:

1.1.1 “Agreement” means this Non-Disclosure Agreement;

1.1.2 “business day” means any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;

1.1.3 “Confidential Information” means any and all information or data in whatever form (including in oral, written, electronic or visual form), that is obtained or learned by, disclosed to or comes to the Receiving Party from the Disclosing Party, by whatsoever means, which by its nature or content is or ought reasonably to be identifiable as confidential or proprietary to the Disclosing Party or which is disclosed in confidence, whether or not it is marked or identified as ‘confidential’, ‘restricted’, ‘proprietary’ or in any similar fashion, including, but not limited to:

1.1.3.1 information and data relating to the nature of the Disclosing Party’s business;

1.1.3.2 information and data relating to the Disclosing Party’s business model and mechanisms;

1.1.3.3 information and data relating to the Disclosing Party’s strategic objectives, business plans or business relationships;

- 1.1.3.4 information and data relating to the Disclosing Party's finances or financial structures;
 - 1.1.3.5 information and data relating to the Disclosing Party's marketing structure or marketing plans;
 - 1.1.3.6 information and data relating to the Disclosing Party's clients or potential clients;
 - 1.1.3.7 Personal Information which is disclosed by the Disclosing Party to the Receiving Party;
 - 1.1.3.8 Information and data relating to the Disclosing Party's intellectual property; and
 - 1.1.3.9 the Disclosing Party's trade secrets;
- 1.1.4 "Disclosing Party" means Neuro Thesis (Pty) Ltd with registration number 2022/574462/07, a private company duly incorporated in terms of the Company Laws of South Africa, with its registered address at 42 Keerom Street, Cape Town;
- 1.1.5 "Personal Information" means personal information as defined in the Protection of Personal Information Act 4 of 2013;
- 1.1.6 "Receiving Party" means the Receiving Party as described on the face of this Agreement;
- 1.1.7 "Signature Date" means the date upon which the Receiving Party signs this Agreement.

- 1.2 Clause headings are used for convenience only and are not to be used in the interpretation of this Agreement.
- 1.3 The rule of construction that this Agreement shall be interpreted against the party responsible for the drafting of this Agreement, shall not apply.
- 1.4 Unless specifically otherwise provided, any number of days prescribed in this Agreement shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.

2. RECORDAL

The Receiving Party may become privy to Confidential Information as disclosed by the Disclosing Party. In the premises, the Receiving party agrees to the terms set out in this Agreement.

3. DURATION

The obligations of the Receiving Party in terms of this Agreement with respect to each item of Confidential Information shall commence on the date on which such Confidential Information is disclosed by the Disclosing Party or otherwise received by the Receiving Party, whether before or after the Signature date, and shall survive termination of this Agreement and remain enforceable for an indefinite period, or until such time as the Disclosing Party makes the Confidential Information public.

4. DUTY OF CONFIDENTIALITY

- 4.1 The Receiving Party shall treat all Confidential Information as strictly confidential.

- 4.2 If the Receiving Party is uncertain as to whether any information is Confidential Information, the Receiving party shall treat such information as Confidential Information in terms of this Agreement until the contrary is expressly agreed by the Disclosing Party in writing.
- 4.3 The Receiving Party shall not:
- 4.3.1 divulge, disseminate, distribute or disclose to any third party in any form or manner whatsoever, either directly or indirectly, any Confidential Information without the prior written consent of the Disclosing Party, which consent may be granted or withheld in the sole and absolute discretion of the Disclosing Party;
 - 4.3.2 copy or reproduce the Confidential Information by any means without the prior written consent of the Disclosing Party, it being recorded that any copies shall be and remain the property of the Disclosing Party;
 - 4.3.3 directly or indirectly use the Disclosing Party's Confidential Information for its own benefit or for the benefit of any other third party or to compete with the Disclosing Party; and/or
 - 4.3.4 use the Confidential Information to solicit or endeavour to solicit any clients or employees of the Disclosing Party, either to join the Receiving Party or for any other purpose.
- 4.4 Every four months from the Signature Date and until this Agreement is terminated, the Receiving Party shall provide written confirmation to the Disclosing Party that it has maintained its duty of confidentiality as per clauses 4.1 to 4.3.4 of this Agreement.

5. EXCLUSIONS

5.1 The Receiving Party's obligations in terms of clause above and all subclauses therein shall not apply to any information which:

5.1.1 is or that becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of this Agreement;

5.1.2 the Disclosing Party confirms in writing is not to be treated as Confidential Information in terms of this Agreement; and

5.1.3 is disclosed pursuant to a requirement of law, regulation or a regulatory body.

6. DISCLOSURE OF CONFIDENTIAL INFORMATION

Should the Receiving Party be required to disclose Confidential information pursuant to clause 5.1.3, the Receiving Party shall advise the Disclosing Party thereof prior to such disclosure, if possible, and shall further, to the extent that it is lawfully able to, take such steps to limit the extent of the disclosure and afford the Disclosing Party a reasonable opportunity to intervene in the proceedings and shall comply with the Disclosing Party's requests as to the manner and terms of any such disclosure, and shall notify the Disclosing Party of the recipient of the disclosure of such Confidential Information immediately after such disclosure has been made.

7. SECURITY

7.1 The Receiving Party shall ensure that it has internal security procedures in place to prevent unauthorised dissemination or disclosure of the Confidential Information.

7.2 The Receiving Party agrees to take all such steps as may be reasonably necessary to protect the Confidential Information against theft, damage, loss, unauthorised access (including access by electronic means) and to prevent the Confidential Information from falling into the hands of third parties.

8. OBLIGATION TO RETURN OR DESTROY CONFIDENTIAL INFORMATION

8.1 The Receiving Party shall, within 10 business days of the termination of this Agreement, and, in any event, within 10 business days of receiving a written demand from the Disclosing Party:

8.1.1 return or destroy (as stipulated by the Disclosing Party), all Confidential Information and all copies of thereof (whether in paper, electronic or other format) held by the Receiving Party without keeping any copies or partial copies thereof;

8.1.2 destroy, and procure the destruction of all analyses, compilations, notes, studies, memoranda or other documents prepared by the Receiving Party which contain or otherwise reflect or are generated from the Confidential Information;

8.1.3 delete or procure the deletion of all Confidential Information from any computer, word processor or other electronic device in the possession or control of the Receiving Party; and

8.1.4 confirm its compliance with clauses 8.1.1 to 8.1.3 above in writing to the Disclosing Party.

8.2 The Receiving Party shall not be required to return, destroy or delete Confidential Information to the extent that it is required to retain such Confidential Information by law or to satisfy the rules and regulations of a

regulatory body to which the Receiving Party is subject.

8.3 Clauses 8.1 to 8.1.3 do not apply to Confidential Information that is automatically retained as part of a computer back-up, recovery or similar archival or disaster recovery system or form; provided that such copies are not intentionally accessed except where required or requested by law or where disclosure is otherwise permitted under this Agreement.

9. DISCLAIMER

The Disclosing Party does not make any representation nor give any warranties, express or implied, or assume responsibility for the accuracy, reliability or completeness of any of the Confidential Information.

10. BREACH

10.1 The Receiving Party expressly acknowledges and agrees that any threatened or actual breach of this Agreement may give rise to a claim for damages. In addition to damages, the Receiving Party agrees that the remedies of interdict, specific performance and any other equitable relief are appropriate for any threatened or actual breach of this Agreement.

10.2 Without prejudice to any further rights of the Disclosing Party, in the event of any unauthorised disclosure or use of the Confidential Information, or in the event of any threatened disclosure or use of the Confidential Information, which is or is reasonably likely to constitute a breach of any provision of this Agreement, the Receiving Party shall:

10.2.1 immediately notify the Disclosing Party in writing and take such steps as the Disclosing Party may reasonably require to mitigate the effects of such actual or threatened breach; and

10.2.2 use all reasonable endeavours to assist the Disclosing Party in recovering and preventing the dissemination or disclosure of such Confidential Information.

10.3 Without prejudice to any clause in this Agreement, the Receiving Party accepts full liability for the maintenance of the confidentiality of the Confidential Information and shall be liable for any and all loss, expense, harm or damages of whatsoever nature suffered or sustained by the Disclosing Party as a result of any breach or threatened breach by the Receiving Party of the provisions of this Agreement.

11. RELATIONSHIP OF PARTIES

Nothing in this Agreement shall be deemed to constitute any partnership, joint venture or any other similar arrangement between the Disclosing Party and the Receiving Party. It is not the Disclosing Party's nor the Receiving Party's intention to create, nor shall this Agreement be construed to create, any commercial or other partnership.

12. INTELLECTUAL PROPERTY

The Receiving Party shall not acquire any rights, title or interest of any kind in any Intellectual Property owned by the Disclosing Party. All intellectual property owned by the Disclosing Party and all modifications made by it to that intellectual property, shall at all times remain the sole property of the Disclosing Party.

13. PROPIETARY RIGHTS

The Receiving Party acknowledges that the Confidential Information disclosed to it is the property and a valuable asset of the Disclosing Party. The Receiving Party agrees

that all right, title and interest in and to the Confidential Information disclosed to it shall remain the property of the Disclosing Party. Nothing in this Agreement shall be construed as granting the Receiving Party any license or rights of any kind in relation to the Confidential Information.

14. NOTICES AND DOMICILIA

14.1 It shall be sufficient for the Receiving Party and Disclosing Party to deliver any written notices in terms of this Agreement via email. The Receiving Party shall accept delivery of any notice in terms of this Agreement to its email address as described on the face of this Agreement.

14.2 The Receiving party selects as its *domicilia citandi et executandi*, for the purpose of receiving any legal processes which require physical service, its physical address as described on the face of this Agreement.

15. ENTIRE CONTRACT

15.1 This Agreement contains all the provisions pursuant to the subject matter hereof.

15.2 The Receiving Party waives the right to rely on any other provisions not contained in this Agreement.

16. NO REPRESENTATION

The Receiving Party may not rely on any representation which allegedly induced it to enter into this Agreement.

17. SEVERABILITY

If any term or provision or part thereof (in this clause called "the offending provision") contained in this Agreement shall for any reason whatsoever be declared or become unenforceable, invalid, or illegal including but without derogating from the generality of the foregoing, a decision by any court, an Act of Parliament or any statutory or other by-laws or regulations or any other requirements having the force of law, the other terms and provisions of this Agreement shall remain in full force and effect as if this Agreement had been executed without the offending provision appearing therein.

18. VARIATION, CANCELLATION AND WAIVER

No agreement varying, adding to, deleting from, novating or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the both the Disclosing Party and the Receiving Party.

19. INDULGENCES

No indulgence granted by the Disclosing Party shall constitute a waiver or abandonment of any of the Disclosing Party's rights under this Agreement; accordingly, the Disclosing Party shall not be precluded, as a consequence of having granted such indulgence, from exercising any rights against the Receiving Party which may have arisen in the past or which may arise in the future.

20. CESSION

The Receiving Party may not cede its rights or delegate its obligations in terms of this Agreement, without the prior written consent of the Disclosing Party.

21. APPLICABLE LAW AND JURISDICTION

This Agreement shall be interpreted and implemented in accordance with the laws of the Republic of South Africa and the Receiving Party consents and submits to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town should any legal proceedings arise out of, or in connection with, this Agreement.

SIGNED AT _____ ON THIS _____ DAY OF _____ 2022.

Name of signatory _____

Signature _____