



RECIPROCAL NON-DISCLOSURE AND NON CIRCUMVENTION AGREEMENT

Between:

New Vision Holdings (Pty) Ltd Reg. No. 2005/023257/07

Of: 15 Smits road, Dunkeld West , Johannesburg 2196. ("NVH")

And

_____ **Reg.No.** _____

Of : _____ ("____")

Page 1

("____") Initials _____

NVH Initials _____



NON-CIRCUMVENTION NON-DISCLOSURE AGREEMENT (NCND)

Whereas the undersigned Parties desire to enter into a working business relationship to the mutual and common benefit of the parties, including each party's parent / holding company, subsidiary(s) / affiliate company(s), partners, associates, assignees, successors, funding sources, underwriters, customers (all herein referred to as "Affiliates") and desire to bind themselves to an obligation of confidentiality as regards their sources, contacts and connections, each agrees to the following:

RECITALS

- (A) The Parties have agreed to cooperate on Cross Border Contracts , or any other project agreed on and referred to by the parties in a confidential communication. (the '**Transaction's**'). This will involve mutual disclosure of confidential information (as defined below) and introductions of contacts (**Target Suppliers, Clients, Buyers , Service Providers, or Funders'**) in relation to the Transaction.
- (B) The parties set out their agreement on their conduct below.

CONDITIONS OF NON-CIRCUMVENTION:

1. This is to reaffirm that each of the named parties as individuals and as duly authorized officers of the named corporations, separately and individually, hereby agree to keep confidential the business I.P. names, contact information, e.g., email addresses and telephone numbers and addresses, and information of the banks, trusts, lenders or borrowers, funding sources, lending institutions, corporations, buyers, sellers, groups and individuals introduced by either party or Affiliates. Such information is considered the property of the introducing party and shall remain so for the term of this Agreement.
2. The parties acknowledge that no effort shall be made to circumvent the terms of this Agreement in an attempt to gain commissions, fees, remunerations, or considerations to the benefit of the other party, while excluding equal or agreed to benefits to the other party.
3. The parties will not solicit or accept any business from the other parties Affiliates.
4. It is also understood that a party cannot be adjudged to be in violation, i.e. to have circumvented, if actions were involuntary due to situations beyond their control, e.g. prior knowledge or possession of information regarding a specific source(s).

CONDITIONS OF NON-DISCLOSURE:

The parties have concluded that the following understanding should establish the conditions under which the Confidential Information of the parties can be disclosed or exchanged.

1. The Confidential Information may include, for example, business plans, data reports, methods of doing business, customer lists, financial reporting, studies, findings and ideas, but is not limited to these items.

Page 2

("____") Initials _____

NVH Initials _____



2. The parties intend to maintain the trade secret status of its respective Confidential Information.
3. The parties shall designate or mark the confidential nature of its Confidential Information as "Confidential" or in some other appropriate manner, so that the other party is aware that its receipt is governed by the terms of this Agreement.

In the event

of verbal disclosures, each party shall promptly inform the other party if such disclosure is confidential. In addition, all program materials and vendor names are considered Confidential Information.

4. Each party shall exercise reasonable care to prevent disclosure of the party's Confidential Information to any third party. Internal dissemination of Confidential Information shall be limited to those employees whose duties justify their need to know such information and then only on the basis of a clear understanding by these employees of their obligation to maintain the trade secret status of such information and to restrict the use of such information solely to the use granted to the other party under this agreement.
5. The parties shall not use the Confidential Information disclosed by the other party under this Agreement for any purpose except for the evaluation of commercial business. Upon request by either party, the other shall return all Confidential Information.
6. Nothing hereinabove contained shall deprive either party of the right to use or disclose any information:
 - a) which is, at the time of disclosure, generally known to the trade or the public;
 - b) which becomes at a later date generally known to the trade or the public through no fault of either party and then only after said later date;
 - c) which is possessed by either party or is subsequently independently developed by either party, as can be demonstrated by written or other tangible evidence;
or
 - d) which is disclosed to either party in good faith by a third party who has an independent right to such information.

GENERAL CONDITIONS:

1. This agreement shall be valid for five (5) years from the date shown below and shall apply to any and all transactions entertained by the parties hereto, including subsequent follow-up, repeat, extended or renegotiated transactions, as well as to the original transaction, regardless of the success of the project.
2. This Agreement is not valid unless signed and exchanged by the respective parties of this transaction.

Page 3

("____") Initials _____

NVH Initials _____



3. This document shall in no way be construed as being an Agreement of partnership in such a way that any of the individual parties to this Agreement shall have any claim against any separate dealings, ventures, or assets of any other party, nor shall any party be liable for any other party's commitments or liabilities in business or personal dealings or situations.
4. This Agreement shall be governed by the laws of and enforceable in South Africa. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, and which is not settled between the parties and arbitration as provided under the laws of the location of the parties, with a non-exclusive choice of arbitration in Johannesburg under the Rules of the Court of International Arbitration and an exclusive choice of the laws of South Africa, and this clause is deemed transferred to any successor in title to the Client. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, plus any and all court costs, attorney fees and any other costs or charges reasonably necessary to adjudicate the controversy.
5. The Parties hereunder acknowledge that they have read this Agreement and by their initials and signature confirm that they have full and complete authority to execute this document for and in the name of the party for which they have given their signature.
6. The Parties agree that this Agreement is fair and reasonable and each party agrees to indemnify and hold the other harmless against any loss it suffers by reason of the breach of this Agreement.
7. The parties agree that facsimile / electronic copies of this agreement will be considered the same as originals.

Essentially, the spirit behind the Agreement is one of mutual trust and confidence and of the reliance upon each other to do what is fair and equitable.

This Agreement shall be effective on the date shown below and constitutes upon execution by the parties a legally binding agreement.

IN WITNESS WHEREOF, the Parties have caused this Non-Circumvention and Non-Disclosure (NCND) Agreement to be executed on _____, 2018.

Page 4

("____") Initials _____

NVH Initials _____



Signature

Mr. Aristides Alexandrou (Executive Chairman))
New Vision Holdings (Pty) Ltd
15 Smits Road
Dunkeld West
Johannesburg
South Africa 2196

Signature

Name & Surname: _____

Function: _____

Passport/ID No: _____

Physical Address: _____
