



NON-DISCLOSURE AGREEMENT

This agreement ("Agreement") is made and entered into this 03 day of February 2022 ("Effective Date"), by and between:

_____, having its principal place of business at _____ (the "Company"),

and

Coface South Africa Insurance Company Limited, a company having its principal place of business at 3021 William Nicol Drive, Bryanston ("Coface").

(the Company and Coface together being hereafter referred to as the "Parties")

WITNESSETH:

WHEREAS,

Coface issues a non-periodical document reflecting the opinion of its economic research department on some news events (the "Coface Brief").

The Coface Brief is intended to be distributed internally within the Coface organization or to key clients of Coface exclusively.

Upon the Company's request, Coface is ready to disclose to the Company the Coface Brief on a derogatory basis, provided that the Company agrees to keep such information confidential in accordance with the following terms and conditions.

NOW, THEREFORE, the Parties hereto agree as follows:

1. (a) "Confidential Information" means the Coface Brief and any and all information contained in the Coface Brief or related to it, disclosed by Coface to the Company.

(b) The existence and terms of this Agreement shall be treated as Confidential Information by the Company.



2. The Company shall hold the Confidential Information in confidence and treat it with the same degree of care and protection as for its own confidential information, and shall not disclose it to any third parties (including without limitation affiliated entities or clients), whether in whole or in part, except in the limited cases referred to in paragraph “3”.

3. (a) The obligations of the above paragraph “2” shall not apply to any information which:

(i) is available to the public through no breach of this Agreement by the Company; or

(ii) is approved for release by written consent of Coface.

(b) Disclosure of Confidential Information shall not be precluded if such disclosure is pursuant to the requirement or request of a court, governmental agency or by operation of law. Provided, however, the Company shall promptly give a written notice to Coface so that Coface may seek an appropriate protective order.

4. The Company agrees that the Confidential Information shall be disclosed to only those people within its internal organization, such as directors, officers or employees, who have a need to know the information and who shall comply with the obligations set forth in the present Agreement.

5. This Agreement imposes no obligation upon Coface to provide to the Company the Confidential Information. If Coface so requests, the Company shall immediately stop any use of the Confidential Information and, at the option of Coface, either (i) return to Coface the Confidential Information in its possession or control (including any copies made thereof, in whatever form) or (ii) destroy such Confidential Information.

6. The Confidential Information shall remain the property of Coface. Disclosure of any Confidential Information shall not be construed as granting, directly or by implication, any license under or interest of any kind in any patent, patent application, copyright or other intellectual property rights.

7. Coface represents and warrants that it has the right to disclose the information disclosed under the terms of this Agreement and that disclosure of this information does not conflict with the terms of any agreement between Coface and a third party.

8. Except as otherwise expressly provided herein, Coface does not make any representation or warranty, express or implied, as to the fairness, accuracy, completeness or correctness of the information or opinions contained in the Confidential Information or as to its utility or suitability for any purpose and Coface (including without limitation its directors, employees, representatives or affiliates) expressly disclaims any right of the Company to rely thereon, or any liability resulting from the use of the Confidential Information.



9. This Agreement supersedes all prior agreements, understandings, representations and statements, whether oral or written, between the parties relating to the disclosure of the Confidential Information. The terms of this Agreement may not be changed except by subsequent written agreement duly signed by a representative of each of the Parties.

10. This Agreement shall be governed, construed and interpreted in accordance with the laws of South Africa. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be submitted to the competent courts of South Africa who shall have exclusive jurisdiction.

11. This Agreement shall come into force on the date of its signature by both parties and shall remain valid for a period of 5 (five) years therefrom.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the Effective Date written above.

[Coface]

Signature:
Typed Name:
Title:

[The Company]

Signature:
Typed Name:
Title: