

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on this _____ day of _____ 2026

BETWEEN

DENEL SOC Ltd (including its divisions DENEL LAND SYSTEMS and DENEL DYNAMICS), (Registration number: 1992/001337/30) a state-owned company with limited liability duly incorporated in terms of the Laws of the Republic of South Africa and having its registered address at Nellmapius Drive, Irene, Centurion, Pretoria, Republic of South Africa (hereinafter referred to as "DENEL") of the other part.

AND

.....
.....
.....

(DENEL and are hereinafter collectively referred to as "Parties" and individually as "Party".)

WHEREAS:

- A. DENEL is a state-owned company based in South Africa that has the established capabilities in manufacturing, assembly and supply of various product range for Military agencies.
- B. (description _____ of _____ the _____ other party).....
.....
- C. Denel intends to issue a Request for Information (RFI) with a requirement for each participant to conclude this Non-Disclosure Agreement (NDA).

- D. ----- (the other party) wishes to participate in the RFI and agrees to enter into this NDA.
- E. The Parties agrees that participation in the RFI will involve the exchange of proprietary and confidential information of a technical and/or commercial nature (Confidential Information) between the Parties.
- F. Pursuant to the above, the Parties hereby agree that this Agreement shall bind and prevent the Parties from disclosing the Confidential Information as herein provided or from using the Confidential Information for reasons other than for the Purpose and agree to hold such Confidential Information in the strictest confidence upon the terms and conditions as defined hereinafter.

The Parties hereby agree as follows:

1. DEFINITIONS

In this Agreement unless the context otherwise requires the following expressions shall have the meaning respectively assigned to them:

“Agreement” means this formal agreement together with any appendices attached hereto.

“Confidential Information” (hereinafter interchangeably referred to as “Intellectual Property Rights (IPR) Related Information”) shall include (but not be limited to): -

- a) all information and documents related to intellectual property, trademarks, trade names, service marks, service names, logos, emblems, slogans, industrial designs, patents, copyrights, trade secrets, know how, products and inclusive of in the form of photographs, video and/or CD filming, digital images, drawings, designs, CAD Data, financial, marketing, economics, commercial and strategic reports, information on territories of distribution, distributor prices, corporate and product information and all copies, reproductions, reprints and

translations thereof, supplied and owned by the Disclosing Party to the Receiving Party in connection with and in the course of the Purpose.

- b) information and material demonstrated and furnished verbally or in any other mode which may reasonably be regarded by either Party as confidential regardless of whether these have been explicitly or tacitly identified as being secret or confidential. Any information which was expressly named or marked as being confidential shall in any case be deemed to be Confidential Information in the sense of this Agreement.
- c) all of the above information disclosed in connection with the Purpose whether before and after the date of this Agreement;

"Disclosing Party" means the Party disclosing the Confidential Information.

"Receiving Party" means the Party receiving the Confidential Information.

"Related Companies" means a company which is the holding company or subsidiary of either Party or a company which shares a common holding company with either Party. The words "holding company" and "subsidiary" shall have the same meanings as prescribed to them in the Companies Act **applicable in the legal jurisdiction the respective parties.**

"Specified Persons" means either Party's employees, officers, directors, advisors, consultants, agents, contractors, sub-contractors, or representatives and either Party's subsidiaries, group companies and affiliates, their officers, directors, advisors, consultants, employees, sub-contractors or representatives.

"Third Party(s)" means any person, including reference to a corporation, body corporate, association or partnership, who is not a Party to this Agreement.

2. REPRESENTATIONS & WARRANTIES

- 2.1. The Receiving Party hereby acknowledges that the Disclosing Party and/or its Related Companies are the owner of the Confidential Information and the

Disclosing Party has been duly authorised to disclose any Confidential Information belonging to its Related Companies. The Receiving Party further agrees and acknowledges that where the Confidential Information disclosed is that of the Disclosing Party's Related Companies, for all intent and purposes the Related Companies may enforce the benefits of this Agreement against the Receiving Party.

2.2. The Receiving Party agrees that such Confidential Information shall be treated by the Receiving Party as strictly confidential and that the Receiving Party will be subjected to the following obligations:

- a) The Receiving Party undertakes (i) not to disclose the Disclosing Party's Confidential Information or any information derived therefrom to any Third Party and to use all reasonable efforts to prevent any such disclosure; (ii) restrict disclosure of the Confidential Information solely to the Specified Persons who have specific need to know or have access of such information and material for the Purpose. Prior to such disclosure, each of the Specified Persons shall be bound by the confidentiality obligations contained herein which shall be effective beyond the Purpose and beyond the term of Specified Person's employment relationship with the Receiving Party or until such confidential information has entered into the public domain other than by the breach of this undertaking. This applies to all Specified Persons irrespective of the legal nature of their employment or mandate. This provision also applies to advisors who are active in the course of the Purpose and are not bound by professional secrecy obligations.
- b) The Receiving Party undertakes to inform and make aware the terms and conditions set herein to any of its Specified Persons who have specific need to know and have access of the Confidential Information.
- c) The Receiving Party shall not circulate, use, sell, deal in or otherwise appropriate the disclosed IPR related information in any way whatsoever including and without limitation through adaptation, redesign or modification of the Confidential Information through any type of media.

- d) The Receiving Party shall not use the Confidential Information for their own or any Third Parties' purposes other than for the performance of the Purpose.
- e) All information transmitted or furnished by the Disclosing Party to the Receiving Party and copies made thereof shall be returned or otherwise disposed by the Receiving Party if requested to do so and that the Receiving Party shall not at any time make copies of the IPR related information without the Disclosing Party's express written consent.
- f) The Receiving Party further agrees not to make or procure or permit a third party to make an announcement in respect of the IPR related information.
- g) The Receiving Party shall ensure that none of its Specified Persons does any act, matter or thing which if done by the Receiving Party would constitute a breach of obligations under this clause 2.

EXCEPTIONS

The obligation of non-disclosure and confidence shall not apply to any of such information and/or detail that is:-

- a) lawfully known to the Receiving Party before being obtained or derived from the Disclosing Party; or
- b) available to the public from sources other than the Disclosing Party at any time before and after it is obtained or derived from the Disclosing Party or becomes publicly known without breaching the terms of this Agreement; or
- c) obtained or acquired at any time by the Receiving Party from a third party who has the same in good faith and is free to pass it to the Receiving Party; or

- d) independently developed by the Receiving Party without the use of or reference to any part of the Confidential Information as demonstrated by written documents; or
 - e) disclosed by operation of law provided the Receiving Party notifies the Disclosing Party of such requirement within seven (7) days before such disclosure in order to enable the Disclosing Party to take the necessary steps to protect the interests of the Disclosing Party.
- 2.3. The Receiving Party shall indemnify the Disclosing Party from and against all costs, expenses, losses or damages (including, without limitation to, legal expenses) which may arise directly or indirectly from any breach by the Receiving Party of its obligations under this Agreement.

3. DURATION

This Agreement shall continue and remain in full force and effect for a period of two (2) years from the date of this Agreement unless mutually extended in writing by the Parties. Subject to Clause 9 hereof, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party.

4. RELATIONSHIP OF THE PARTIES

No provision of this Agreement shall be construed as creating a partnership or fiduciary relationship between the Parties hereto. No provision of this Agreement is deemed to constitute either Party as the legal representative or agent of the other Party for any purpose whatsoever. Neither Party shall have any right or authority to assume, create or incur any liability or obligation of any kind expressed or implied against in the name or on behalf of the other Party except as otherwise expressly provided herein or as may otherwise be agreed in writing by the Parties.

5. NO RIGHTS GRANTED

Nothing contained in this Agreement shall be construed as granting or conferring on the Receiving Party any rights, by license or otherwise, to reproduce or use in any other manner any Confidential Information disclosed hereunder by the Disclosing Party or pertaining to the Purpose.

6. OWNERSHIP OF CONFIDENTIAL INFORMATION

- 6.1. The Confidential Information shall remain the exclusive property of the Disclosing Party. The Receiving Party agrees that the Confidential Information disclosed under this Agreement is being received subject to the Disclosing Party's ownership rights in such Confidential Information and further, subject to all relevant intellectual and proprietary rights of the Disclosing Party, including those arising under the relevant intellectual property laws.
- 6.2. The Receiving Party shall treat the Confidential Information as it would treat its own confidential information and shall not without the Disclosing Party's prior written consent, disclose, publish, use or in any way exploit or permit to be disclosed, published, used or exploited, all or any part of the Confidential Information in any way whatsoever to or for any Third Party, person, corporation including and without limitation through adaptation, redesign or modification of the Confidential Information or through any type of media. The Receiving Party shall undertake to prevent the unauthorized disclosure, publication, use or exploitation of the Confidential Information.
- 6.3. The Receiving Party acknowledges that in the event of any breach of this clause, by the Receiving Party or its Specified Persons, the Disclosing Party may suffer substantial loss and damage which monetary damages cannot adequately remedy. The Receiving Party acknowledges that the Disclosing Party will be entitled to specific performance, injunctive and other equitable relief in enforcing the obligations in this clause in addition to all other remedies available to the Disclosing Party at law.

7. ASSIGNMENTS

Except with the prior written approval of the other party, neither Party shall assign or transfer the benefits or obligations of this Agreement or any part thereof.

8. RETURN OF INFORMATION AND PROPERTY

Upon request of the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all documents and other materials (if any) containing Confidential Information given to the Receiving Party. All copies made must be destroyed or returned and all data recorded must be deleted. Return (or destruction, if applicable) shall be not only of all such documents, but also of any copies thereof and any other documents created by the Receiving Party that may include such Confidential Information. Such destruction of Confidential Information shall be notified in writing to the Disclosing Party.

9. SURVIVAL OF CONFIDENTIALITY OBLIGATION

The confidentiality obligation set forth herein shall remain binding for as long as Confidential Information has not been returned to the Disclosing Party, destroyed at the request fo the Disclosing Party or it becomes part of the public domain.

10. SEVERABILITY

10.1. If any of the provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal and/ or unenforceable, in whole or part, under the present or future laws, such provision shall be deemed to be deleted from this Agreement as if it had never formed a part hereof and the remaining provisions of this Agreement shall remain in full force and effect.

10.2. Notwithstanding the foregoing and in lieu of such invalid, illegal and/or unenforceable provision, the Parties hereto shall thereupon negotiate in good faith in order to agree on the terms of a mutually satisfactory provisions similar

in terms, with such modifications as are necessary, to the original provision as may be possible that is valid, legal and enforceable so as to give to the intent of the parties hereto.

11. EFFECT OF WAIVER

No waiver of any default, condition, provisions or breach of this Agreement shall be deemed to imply or constitute a waiver of any other like default, condition, provision or breach of this Agreement.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter within and supersedes all previous Agreements, whether written or oral, relating to the subject matter. Amendments to this Agreement shall be effective only if in writing and signed by an authorised representative of both the Receiving Party and Disclosing Party.

13. PUBLIC COMMUNICATION

The Parties shall jointly coordinate all press conferences, press releases, public statements or any other publicity, if any, about the Purpose or its subject matter, including without limitation, the existence or contents of this Agreement. Public communication shall not be allowed without the mutual consent in writing of both Parties hereto.

14. NOTICE

Any notice, approval or request required or permitted to be given or made under this Agreement shall be in English Language. Such notice, approval or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, facsimile or any other electronic means to the party to which is required to be given or made at such party's address specified herein or at such other address as either party may specify in writing.

DENEL SOC Ltd	
Tel:	Tel:
Fax: N/A	Fax:
Email:	Email:

- a) unless otherwise specified therein, it shall be deemed to have been received five (5) days after being duly deposited in the post office; or
- b) by facsimile or other electronic means to the numbers aforesaid, upon successful transmission as evidenced by a transmission report.

15. DISCLAIMER

All Confidential Information disclosed by the Disclosing Party is disclosed on an "AS IS" basis. The Disclosing Party will not be liable for any damages arising out of use of the Confidential Information, and the use of such Confidential Information is at the Receiving Party's own risk.

16. COST

Each of the Parties hereto shall bear its own cost and expenses (including legal fees on a solicitor-client basis) incurred in connection with this Agreement including the preparation, negotiation and execution of this Agreement.

17. NO LICENSE

- 17.1. No license, whether express or implied, in the Confidential Information is granted by either Party to the other to use the Confidential Information other than in the manner and to the extent authorised by this Agreement.
- 17.2. The Receiving Party understands and agrees that it is not allowed to sell, develop or otherwise exploit any parts, products, services, documents or information which embody in whole or in part any Confidential Information, except as contemplated by this Agreement.

18. GOVERNING LAW AND SETTLEMENT OF DISPUTES

This Agreement shall be governed by and construed in accordance with the laws of South Africa and the Parties agree to submit to the exclusive jurisdiction of the high court located in Pretoria.

19. PROCESSING OF PERSONAL DATA

It is agreed that any processing of personal data under this Agreement shall be in compliance with the Personal Data Protection Act 2010.

20. GENERAL

This Agreement may be signed in one or more counterparts, which together shall be deemed one instrument, and may be signed and delivered electronically.

-End of Clauses-

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and year set out above.

Signed by)
DENEL SOC Ltd)
(Reg. number: 1992/001337/30)
) Name:
In the presence of witness) Designation:

.....
Name:
Designation:

Signed by)
XXXXXXXXXXXX)
(Reg. number: xxxxxxxxxxxx)
) Name:
In the presence of witness) Designation:

.....
Name:
Designation: