



PRETORIA METAL PRESSINGS
A DIVISION OF DENEL (SOC) LTD

NON-DISCLOSURE AGREEMENT

By and between:

Pretoria Metal Pressing, a Division of Denel(SOC) Ltd
1 Ruth First Street
Lotus Gardens, 0008
Republic of SOUTH AFRICA

(hereinafter referred to as **PMP**)

and

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(Hereinafter referred to as;)

Hereinafter jointly referred to as the Parties,

Regarding

RFI for the supply of: 90/10 BULLET CUPS AND 70/30 CARTRIDGE CASE CUPS FOR THE MANUFACTURING OF AMMUNITION:

WHEREAS,

and **PMP** has knowledge and technology on which there is an interest of the Parties to discuss possible the **90/10 BULLET CUPS AND 70/30 CARTRIDGE CASE CUPS FOR THE MANUFACTURING OF AMMUNITION**; and

WHEREAS, during the above said program it will become necessary for the PARTIES to disclose certain technical or business information of a proprietary or confidential nature, hereinafter referred to as Proprietary Information; and

WHEREAS, the PARTIES hereto are willing to provide for the conditions of such disclosure of Proprietary Information and the rules governing the use and the protection thereof.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. As used in this Agreement the term "Proprietary Information" shall mean all and any information or data disclosed by either party to the other, pursuant to this Agreement, either in writing or orally, subject to the conditions set forth hereinafter, and including without limitation any written or printed documents or any means of disclosing such Proprietary Information that the PARTIES may elect to use during the life of this Agreement.
2. Nothing in this Agreement may be construed as compelling either party hereto to disclose any Proprietary Information to the other, or to enter into any further contractual relationships.

3. Each party, to the extent of its rights to do so, shall disclose to the other party only such Proprietary Information which the disclosing party deems appropriate to fulfil the objectives of this Agreement as set up in the recitals. The PARTIES hereby represent that the disclosure of Proprietary Information by and between themselves is not contrary to the laws and regulations of their respective countries.
4. Any information or data in whatever form disclosed by either party to the other and which is designated as proprietary by the disclosing party by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as proprietary at the time of disclosure of Proprietary Information by and between themselves shall be governed by the terms and conditions stated in this Agreement.
5. The receiving party hereby covenants that, under the duration of this Agreement, the Proprietary Information received from the disclosing party shall:
 - a) be protected and kept in strict confidence by the receiving party which must use the same degree of precaution and safeguards as it uses to protect its own Proprietary Information of like importance, but in no case any less than reasonable care;
 - b) be only disclosed to and used by those persons who have a need to know and solely for the purpose specified in the recitals, within the receiving party 's organisation;
 - c) not be used in whole or in part for any purpose other than the purpose specified in the recitals without the prior written consent of the disclosing party;
 - d) neither be disclosed nor caused to be disclosed whether directly or indirectly to any third party or persons other than those mentioned in subparagraph (b) above;
 - e) neither be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication have not been specifically authorized in writing by the disclosing party;
 - f) not under any circumstances be used by receiving party to produce product ideas of the disclosing party
6. Any Proprietary Information and copies thereof disclosed by either party to the other shall remain the property of the disclosing party and shall be returned by the receiving party immediately upon request.
7. Except as aforementioned, the receiving party shall have no obligations or restrictions with respect to any Proprietary Information that the receiving party can prove;
 - a) has come into the public domain prior to, or after the disclosure thereof and in such case through no wrongful act of the receiving party; or
 - b) is already known to the receiving party, as evidenced by written documentation in the files of the receiving party; or
 - c) has been lawfully received from a third party without restrictions or breach of this Agreement; or
 - d) has been or is published without violation of this Agreement; or

- e) is independently developed in good faith by employees of the receiving party who did not have access to the Proprietary Information; or
 - f) is approved for release or use by written authorization of the disclosing party; or
 - g) is not designated or confirmed as proprietary in accordance with paragraph 4 of this Agreement
8. With respect to any exchange of Proprietary Information which may occur pursuant to this Agreement, it is expressly understood and agreed that the below listed employees shall, on behalf of the PARTIES, be the exclusive individuals authorized to receive and/or transmit Proprietary Information under this Agreement;

PMP: Mr. Philip Nel
Phone: +27 12-318 1064
Fax: +27 12- 3181000
Mobile : +27 82 882 6780
E-mail: phillip.nel@pmp.co.za

9. As regards the individuals identified in Paragraph 8 above, each party shall have the right and power to redesignate such persons within their organizations as are authorized to receive and/or transmit Proprietary Information exchanged under this Agreement. Any such redesignations that are made by either party shall be effected by rendering written notice of such change to the other party.
10. Any Proprietary Information disclosed by the PARTIES under this Agreement which is Classified Information shall be identified by the disclosing party as Classified Information at the time of disclosure and the disclosure, protection, use and handling of such information shall be in accordance with security procedures prescribed by the appropriate Government.
11. It is expressly understood and agreed by the PARTIES hereto that the disclosure and provision of Proprietary Information under this Agreement by either party to the other shall not be construed as granting to the receiving party any rights whether expressed or implied by licence or otherwise on the matters, inventions or discoveries to which such Proprietary Information pertains or any copyright, trademark or trade secret rights.
12. The execution, existence and performance of this Agreement shall be kept confidential by the PARTIES hereto and shall not be disclosed by either party without the prior written consent of the other.
13. This Agreement does not grant any warranty, guarantee or representation with respect to any exchanged Proprietary Information either expressed or implied. Neither party shall be liable in damages of whatever kind, as a result of the other party's reliance on or use of the Proprietary Information.
14. This Agreement including all rights and obligations of the PARTIES hereto except the obligations specified in paragraph 16 below may be terminated by operation of law and/or upon demand by either party at any time on a 60 days/2 months prior written notice to the other.
15. Unless earlier terminated as aforesaid in paragraph 14 hereof, this Agreement shall expire on 31 December 2019. The validity may be extended upon mutual written agreement.

16. The end or termination of this Agreement shall not relieve the receiving party of complying with the obligations imposed by paragraph 5 thereof with respect to the use and protection of the Proprietary Information received prior to the date of the termination or end of this Agreement. Such obligations shall continue for the period of 10 (ten) years from date of termination.

17. This Agreement shall be governed by the laws of the Republic of South Africa.

18. Any dispute, contravening or claim arising out of or in connection with this Agreement, or breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the South African Chamber of Commerce.

The arbitration proceedings shall be conducted in English and held in Pretoria South Africa.

19. The foregoing constitutes the entire agreement between the PARTIES with respect to the exchange of Proprietary Information for the purposes specified in the Recitals and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications whether oral or written, acceptances, understandings and agreements between the PARTIES with respect to such exchange of Proprietary Information.

20. The effective date of this Agreement shall be the date on which it is executed by both of the PARTIES hereto.

IN WITNESS WHEREOF, each of the PARTIES hereto has caused this Agreement to be executed by its duly authorized officers or representatives.

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Pretoria Metal Pressing

Carel vd Merwe

Date

Date