

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement is made as of _____/2026 ("Effective Date") between

Sebastien Investissements and Logistique (Pty) Ltd, Reg. No. 2023/940547/07 with its registered business SNAVIA Building, 285 Albertus Street, La Montagne, South Africa , 0184

And

Name of Entity: _____

Registration Number: _____

Physical Address: _____

Jointly hereinafter referred to as 'the Parties'

PREAMBLE

WHEREAS the parties wish to discuss mutually beneficial business opportunities, and in so doing may disclose to each other in oral and written form or in other medium, certain non-public confidential and proprietary information relating to their respective operations, products and businesses.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound, the parties hereby agree as follows:

1. For purposes of this Agreement, "Confidential Information" shall mean all information, including without limitation data, know-how, unpublished findings, product information, technologies, processes, patent applications, business information, marketing plans and the like, which has been or will be disclosed by one party or its Affiliates (as defined below) to the other. For purposes of this Agreement, a party receiving Confidential Information hereunder shall be referred to as the "Receiving Party" and a party disclosing Confidential Information hereunder shall be referred to as the "Disclosing Party," and "Affiliate" means any corporation or business entity controlling, controlled by or under common control with a Receiving Party or a Disclosing Party.
2. The Receiving Party agrees to hold in strict confidence and to use all reasonable efforts to maintain the secrecy of any and all Confidential Information (including the existence and nature of any discussions of the sort referenced herein) disclosed by the Disclosing Party under the terms of this Agreement without the express written consent of the Disclosing Party, with the exception of the following:

- a. information which, after disclosure, becomes available to the public by publication or otherwise, other than by breach of this Agreement by the Receiving Party;
 - b. information that the Receiving Party can establish by prior record was already known to it or was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the Disclosing Party or its Affiliates; or
 - c. information that the Receiving Party obtains from a third party; provided however, that such information was not obtained by said third party, directly or indirectly, from the Disclosing Party or its Affiliates under an obligation of confidentiality toward the Disclosing Party.
3. Confidential Information shall not be deemed to be excluded from the application of this Section 2 on the basis of one or more of the above exceptions merely because such Confidential Information is related to or broadly covered by general disclosures in the public domain or general information in the possession of the Receiving Party prior to disclosure (as the case may be).
4. The Receiving Party shall not use the Confidential Information for any purpose other than in connection with the discussions referenced herein, and in connection with its internal consideration of any proposals made in the course of, or subsequent to, such discussions. The Receiving Party will not disclose any such Confidential Information to any person other than to its directors, officers, employees, agents or consultants (or to directors, officers, employees, agents or consultants of its equity holders or Affiliates), and only then if they have a clear need to know such Confidential Information in connection with the performance of activities contemplated hereunder. The Receiving Party shall exercise the same degree of care in maintaining the Confidential Information as it does with respect to its own proprietary or confidential information and data, but in no event less than reasonable care, and shall ensure that all those persons having access to the Confidential Information are subject to a legal obligation no less restrictive than the legal obligation contained herein to maintain the confidentiality of such Confidential Information. The Receiving Party hereby agrees to notify the Disclosing Party of any misuse or misappropriation of any Confidential Information which may come to its attention.
5. In the event that the Receiving Party receives a demand by legal process or is otherwise required by law to disclose any of the Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice of such demand or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that such a protective order or other appropriate remedy is not obtained, the Receiving Party agrees that it will furnish only that portion of the Confidential Information which, in the opinion of the Receiving Party's legal counsel, the Receiving Party legally is compelled to disclose and the Receiving Party agrees to take commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the information which is being disclosed.

6. Neither this Agreement, nor the performance thereof by the parties, shall be construed so as to transfer to the Receiving Party any proprietary right, title, interest or claim to any Confidential Information of the Disclosing Party, nor to grant any license or right to use Confidential Information of the Disclosing Party except as set forth herein.
7. Upon written request of the Disclosing Party, the Receiving Party shall return promptly to the Disclosing Party all written materials and documents, as well as any computer software or other media, made available or supplied by the Disclosing Party or its Affiliates to the Receiving Party that contains Confidential Information, together with any copies thereof, except that the Receiving Party may retain one copy of each such document or other media for archival purposes, subject to protection and non-disclosure in accordance with the terms of this Agreement.
8. The parties may exchange Confidential Information with each other under the terms of this Agreement for a period of one (1) year from the Effective Date. All obligations established hereunder shall expire on the date three (3) years from the Effective Date.
9. Each party represents and warrants to the other that it is duly authorized to enter into this Agreement and that the terms of this Agreement are not inconsistent with any of its respective outstanding contractual obligations.
10. The Receiving Party agrees that the disclosure of Confidential Information without the express written consent of the Disclosing Party may cause irreparable harm to the Disclosing Party, and that any breach or threatened breach of this Agreement by the Receiving Party may entitle the Disclosing Party to injunctive relief, in addition to any other legal remedies available to it, in any court of competent jurisdiction.
11. This Agreement constitutes the entire agreement between the parties and shall supersede and prevail over any other prior or contemporaneous arrangements as to the Confidential Information, whether written or oral. This Agreement may be modified only in a writing signed by both parties and is binding upon the parties hereto and their successors but may not otherwise be assigned.
12. The execution and performance of this Agreement does not obligate the parties to negotiate or to enter into any other agreement, or to perform any obligations other than as specified herein. The waiver by either party of a breach of any provisions of this Agreement shall be effective only if made in writing and shall not be construed as a waiver of any other breach of such provision or the waiver of the provision itself. In the event that any provision of this Agreement is found to be invalid or unenforceable, then the offending provision shall not render any other provision of this Agreement invalid or unenforceable, and all other provisions shall remain in full force and effect and shall be enforceable, unless the provisions which have been found to be invalid or unenforceable shall substantially affect the rights or obligations granted or undertaken by either party.

13. This Agreement shall be construed under and governed by the substantive laws of the Republic of the South Africa without giving effect to the conflict of law's provisions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.


By: Sébastien Investissements and Logistique
Name: MARK BRUMMER
Title: CHIEF EXECUTIVE OFFICER
Date: _Saturday, January 3, 2026_


By: _____
Name: _____
Title: _____
Date: _____