Mutual NDA & Non-Circumvention Agreement

Confidentiality and protection before information exchange

This Mutual Non-Disclosure and Non-Circumvention Agreement ("this Agreement") is entered into between the parties identified below in connection with the possible introduction, evaluation, packaging, funding or sale of a business opportunity or project (the "Opportunity").

> *Use this Agreement before any confidential project information, investor identity or counterparty identity is exchanged. It protects both the project owner and DeNovo. It does not create a mandate, fee entitlement or obligation to transact — those are dealt with in a separate Mandate & Fee Agreement.*

Parties

Party A — full legal name / entity	
Registration / ID number	
Represented by	
Address / email	
Party B — DeNovo Capital Projects	
Registration number	[to be confirmed]
Represented by	
Address / email	
Effective date	

Each party may act as a disclosing party and as a receiving party. "Party" and "Parties" are used accordingly.

1. Purpose

The Parties wish to exchange information to assess the Opportunity and the possibility of working together on its evaluation, structuring, funding, sale or facilitation. This Agreement governs how that information, and the identities of any introduced parties, must be treated.

2. Authority to Sign and Disclose

Each party warrants that the individual signing this Agreement is duly authorised to sign it, to bind the party named, and to disclose the information shared under it.

Where a party is owned or controlled by more than one person — for example a company with more than one director or shareholder, a trust, or a partnership — that party shall, on request, provide a certified extract of the minutes or resolution of its directors, shareholders, trustees or partners, passed with the quorum required by its constitutive documents, recording that the signatory is appointed to represent the entity and is authorised to sign this Agreement and to disclose the information. A trust's trustees must act jointly unless the trust deed provides otherwise, and a partnership requires the authority of all partners.

3. Definition of Confidential Information

"Confidential Information" means all non-public information disclosed by or on behalf of a disclosing party, in any form, including but not limited to:

- project, asset, technical, mineral, property, agricultural, energy, financial, valuation, pricing and commercial information;
- business plans, models, forecasts, strategies and methods of packaging or structuring;

- the identity, contact details and existence of any introduced investor, funder, buyer, seller, partner or counterparty; and
- the existence and contents of any discussions, this Agreement, and any resulting transaction.

4. Exclusions

Confidential Information does not include information that the receiving party can prove:

- was lawfully in its possession before disclosure, without obligation of confidence;
- is or becomes public through no breach of this Agreement;
- is lawfully obtained from a third party entitled to disclose it; or
- is independently developed without use of the Confidential Information.

5. Obligations of the Receiving Party

The receiving party shall:

- use the Confidential Information solely for evaluating and pursuing the Opportunity (the "Permitted Purpose");
- keep it strictly confidential and apply at least the same care it applies to its own confidential information;
- disclose it only to its directors, employees, professional advisors or funders who need to know it for the Permitted Purpose and who are bound by equivalent confidentiality; and
- not copy, commercialise or use it for any purpose outside the Permitted Purpose.

6. Non-Circumvention

Each party undertakes that it shall not, directly or indirectly, for its own benefit or that of any third party, circumvent, bypass, avoid or attempt to exclude the other party from any transaction, introduction, fee, commission or business relationship arising from the Opportunity or from any party introduced under it.

This includes not contacting, transacting with, or contracting with any introduced investor, funder, buyer, seller or counterparty in connection with the Opportunity otherwise than through, or with the written consent of, the introducing party.

This non-circumvention undertaking survives termination of this Agreement and remains in force for a period of **twelve (12) months** from the date of the relevant introduction.

7. POPIA and Personal Information

Where Confidential Information includes personal information, each party shall process it lawfully and only for the Permitted Purpose, in accordance with the Protection of Personal Information Act, 2013 (POPIA), and shall not retain or further share it beyond what is necessary and permitted.

8. No Warranty

Confidential Information is provided "as is". The disclosing party gives no warranty as to its accuracy or completeness, and the receiving party relies on it at its own risk and must conduct its own due diligence before acting.

9. No Obligation; No Mandate

Nothing in this Agreement obliges any party to proceed with any transaction, grants any exclusivity, or entitles any party to any fee. Commercial terms, fees and any mandate are dealt with only in a separate written agreement signed by the Parties.

10. Return or Destruction

On written request, the receiving party shall return or destroy the Confidential Information and copies, except one copy retained securely for legal record-keeping or as required by law.

11. Term

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This Agreement commences on the Effective Date and the confidentiality obligations continue for three (3) years from the date of last disclosure, except where a longer period is required by law. The non-circumvention period in clause 6 applies as stated there.

12. Breach and Remedies

The Parties agree that damages may not be an adequate remedy for breach and that the aggrieved party may seek urgent interdictory relief in addition to any other remedy available in law.

13. Governing Law and Jurisdiction

This Agreement is governed by the laws of the Republic of South Africa, and the Parties submit to the jurisdiction of the South African courts.

14. Whole Agreement

This Agreement is the whole agreement between the Parties on its subject matter. No variation is effective unless in writing and signed by both Parties.

Signed

For Party A	**For DeNovo Capital Projects**
Name: ______________________________	Name: ______________________________
Capacity: ______________________________	Capacity: ______________________________
Signature: ______________________________	Signature: ______________________________
Date: ______________________________	Date: ______________________________