

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

between

ALTRON TMT PROPRIETARY LIMITED, acting through its [insert name of division] division/
PROPRIETARY LIMITED [insert name of ALTRON company if other than ALTRON TMT (PTY)
LTD]

and

Insert Correct and full name of Legal Entity

TABLE OF CONTENTS

Clause number and description	Page
1. PARTIES.....	2
2. INTERPRETATION.....	2
3. INTRODUCTION	6
4. DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION.....	6
5. PERMITTED DISCLOSEES	8
6. RETURN OF CONFIDENTIAL INFORMATION	9
7. EXCLUSIONS.....	9
8. FORCED DISCLOSURE	10
9. DURATION	11
10. BREACH	11
11. NO WARRANTY OR OFFER	12
12. PUBLICITY	13
13. PERSONAL INFORMATION PROTECTION LAWS	13
14. BENEFIT	13
15. NOTICES AND DOMICILIA.....	14
16. NON-SOLICITATION.....	15
17. APPLICABLE LAW AND JURISDICTION	16
18. GENERAL	17
19. COSTS.....	17

1. PARTIES

1.1. The Parties to this Agreement are –

- 1.1.1. Altron TMT Proprietary Limited, acting through its **[insert name of ALTRON division]** division/**PROPRIETARY LIMITED [insert name of ALTRON company]**, Registration No. 1984/003805/07/**[insert registration number of ALTRON company]**, with its registered address at Altron Business Park, 20 Woodlands Drive, Woodlands Office Park, Woodmead, 2191, South Africa, a company duly incorporated in accordance with the laws of South Africa (“**Altron**”); and
- 1.1.2. **Insert**, Registration No. **Insert**, with its principal place of business at **.....**, a company duly incorporated in accordance with the laws of South Africa (“**.....**”).

The Parties agree as follows:

2. INTERPRETATION

- 2.1. The headings to the clauses, schedules and annexures of this Agreement are for reference purposes only and shall in no way govern or affect the interpretation of nor modify nor amplify the terms of this Agreement nor any clause, schedule or annexure hereof.
- 2.2. Unless the context dictates otherwise, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:
- 2.2.1. “**Agreement**” means this confidentiality and non-disclosure agreement;
- 2.2.2. “**Business Opportunity**” means **INSERT a brief description of the Business Opportunity**;
- 2.2.3. “**Confidential Information**” means all and any information or data in whatever form (including in oral, written, electronic and visual form) relating to the Disclosing Party and the Business Purpose which by its nature or content is identifiable as, or could reasonably be expected to be, confidential and/or proprietary to the Disclosing Party and shall include the Personal Information of the Disclosing Party, its employees, customers and suppliers;

- 2.2.4. **“Disclosing Party”** means the Party who discloses the Confidential Information;
 - 2.2.5. **“Exclusions”** means the circumstances in which the undertakings given by the Receiving Party in this Agreement are not applicable, as described in clauses 7.3.1 to 7.3.4 below;
 - 2.2.6. **“Parties”** means the parties to this Agreement and **“Party”** shall refer to either one as the context may require;
 - 2.2.7. **“Permitted Disclosees”** means:
 - 2.2.7.1. any Representatives of the Parties who are directly concerned with any investigation in relation to the Business Opportunity; and
 - 2.2.7.2. any other person to whom the Parties disclose Confidential Information with the prior written consent of the other Party;
 - 2.2.8. **“Permitted Purpose”** means the consideration, evaluation and negotiation of the Business Opportunity;
 - 2.2.9. **“POPIA”** means the Protection of Personal Information Act, 4 of 2013;
 - 2.2.10. **“Receiving Party”** means the Party to whom the Confidential Information is disclosed;
 - 2.2.11. **“Representatives”** means, in relation to any person, its directors, officers, employees and professional advisers;
 - 2.2.12. **“Signature Date”** means the date of signature of this Agreement by the Party last signing; and
 - 2.2.13. **“South Africa”** means the Republic of South Africa.
- 2.3. In this Agreement:
- 2.3.1. an expression which denotes:
 - 2.3.1.1. any gender includes the other genders;
 - 2.3.1.2. a natural person includes a juristic person and *vice versa*;
 - 2.3.1.3. the singular includes the plural and *vice versa*;

2.3.1.4. a Party includes a reference to that Party's successors in title and assigns allowed at law; and

2.3.1.5. a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last mentioned clauses.

2.4. Any reference in this Agreement to –

2.4.1. “**business hours**” shall be construed as being the hours between 08h30 and 17h00 on any business day. Any reference to time shall be based upon South African Standard Time;

2.4.2. “**days**” shall be construed as calendar days unless qualified by the word “**business**”, in which instance a “**business day**” will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of South Africa from time to time;

2.4.3. “**laws**” means all constitutions, statutes, regulations, by-laws, codes, ordinances, decrees, rules, judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or awards, policies, voluntary restraints, guidelines, directives, compliance notices, abatement notices, agreements with, requirements of, or instructions by any governmental body or institution and the common law, and “**law**” shall have a similar meaning;

2.4.4. “**legal requirements**” means the requirements of any laws applicable to a Party, including but not limited to laws applicable to the keeping and retention of proper records; and

2.4.5. “**person**” means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality.

2.5. The words “**include**” and “**including**” mean “**include without limitation**” and “**including without limitation**”. The use of the words “**include**” and “**including**” followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.

- 2.6. Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 2 or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- 2.7. Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 2.8. Unless otherwise provided, defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 2.9. A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.
- 2.10. Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 2.11. If the due date for performance of any obligation in terms of this Agreement is a day which is not a business day then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the immediately following business day.
- 2.12. Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 2.13. The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.
- 2.14. No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party to this Agreement.
- 2.15. The use of any expression in this Agreement covering a process available under South African law, such as winding-up, shall, if any of the Parties is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.
- 2.16. Any reference in this Agreement to “**this Agreement**” or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be,

such other agreement or document, as amended, varied, novated or supplemented from time to time.

- 2.17. In this Agreement the words “**clause**” or “**clauses**” and “**annexure**” or “**annexures**” refer to clauses of and annexures to this Agreement.

3. INTRODUCTION

- 3.1. The Parties are discussing the possibility of entering into an agreement relating to the Business Opportunity.
- 3.2. In the course of exploring and investigating the Business Opportunity, Altron will disclose certain Confidential Information to and may disclose certain Confidential Information to Altron.
- 3.3. The Parties are willing to provide each other with an undertaking to maintain the confidentiality of the Confidential Information, on the terms and conditions set out in this Agreement.
- 3.4. It is specifically recorded and agreed, for the sake of clarity, that insofar as any Confidential Information may have been disclosed by either Party to the other in connection with the Business Opportunity prior to the Signature Date (“**prior disclosures**”), such prior disclosures shall also be subject to and covered by this Agreement.
- 3.5. The Parties wish to record their agreement in writing.

4. DISCLOSURE AND USE

- 4.1. Pursuant to the discussions contemplated in clause 3.1 above, the Disclosing Party will disclose to the Receiving Party such Confidential Information as may be in their possession and as will, in their sole and absolute discretion, be necessary for the Parties to conduct such discussions.
- 4.2. The Receiving Party acknowledges that:
- 4.2.1. the Confidential Information is a valuable, special and unique asset of the Disclosing Party; and

- 4.2.2. the Disclosing Party may suffer irreparable harm or substantial economic and other loss in the event of such Confidential Information being disclosed or used otherwise than in accordance with this Agreement.
- 4.3. All Confidential Information disclosed by the Disclosing Party to the Receiving Party or which otherwise comes to the knowledge of the Receiving Party, is acknowledged by the Receiving Party:
 - 4.3.1. to be proprietary to the Disclosing Party; and
 - 4.3.2. not to confer any rights of whatsoever nature in such Confidential Information on the Receiving Party.
- 4.4. The Receiving Party irrevocably and unconditionally agrees and undertakes:
 - 4.4.1. to treat and safeguard the Confidential Information as strictly private, secret and confidential;
 - 4.4.2. not to use or permit the use of the Confidential Information for any purpose other than the Permitted Purpose and, in particular, not to use or permit the use of the Confidential Information, whether directly or indirectly, to obtain a commercial, trading, investment, financial or other advantage over the Disclosing Party or otherwise use it to the detriment of the Disclosing Party;
 - 4.4.3. except as permitted by this Agreement, not to disclose or divulge, directly or indirectly, the Confidential Information and/or the fact that the Parties are in discussions regarding the Business Opportunity, in any manner to any third party for any reason or purpose whatsoever without the prior written consent of the Disclosing Party, which consent may be granted or withheld in the sole and absolute discretion of the Disclosing Party; and
 - 4.4.4. to keep all Confidential Information safely and securely and to take all such steps as may be reasonably necessary to protect it against theft, damage, loss, unauthorised access (including access by electronic means) and to prevent Confidential Information from falling into the hands of unauthorised third parties.
- 4.5. **Personal Information Protection.** If the Disclosing Party or its Representatives provide the Receiving Party or its Representatives with Personal Information (as defined below) under this Agreement, the Receiving Party and its Representatives

agree to (a) use, maintain, share and disclose Personal Information in accordance with applicable laws, including but not limited to POPIA, the Data Protection Act 2018 ("DPA 2018"), and the UK General Data Protection Regulation of the United Kingdom ("UKGDPR") and the General Data Protection Regulation (EU) 2016/679 and Directive 2002/58/EC ("the ePrivacy Directive") where applicable ("EUGDPR") and solely for the purposes of this Agreement; and (b) have in place current and appropriate, reasonable, technical and organizational measures to protect the Personal Information of the Disclosing Party and its Representatives against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. For purposes of this Agreement, "**Personal Information**" means any Confidential Information that, alone or in combination with other information can be used to identify, locate or contact an individual or entity which is in the possession of, or may come into the possession of, the Receiving Party or its Representatives.

- 4.6. Should this Agreement lead to a further agreement and where appropriate and depending on the nature of the services and/or goods to be supplied or delivered by the supplier, the Parties will enter into and conclude an appropriate agreement to protect and regulate their respective rights and obligations relating to the protection and processing of Personal Information in accordance with POPIA, the Data Protection Act 2018 ("DPA 2018"), and the UK General Data Protection Regulation of the United Kingdom ("UKGDPR") and the General Data Protection Regulation (EU) 2016/679 and Directive 2002/58/EC ("the ePrivacy Directive") where applicable ("EUGDPR").
- 4.7. Where applicable, the Parties reserve the right to obtain trade references and to make enquiries regarding the other Party's credit standing. In this regard the Parties undertake to provide each other with such information as is customary to enable the other Party to make enquiries of this nature and the Parties hereby provide their consent for such enquiries and for the counterparties to whom such enquiries may be addressed to provide the required information.

5. **PERMITTED DISCLOSEES**

- 5.1. The Receiving Party shall be entitled to disclose the Confidential Information only to Permitted Disclosees, and then only to the extent that such disclosure is necessary for the Permitted Purpose and on a "need to know" basis.
- 5.2. The Receiving Party shall, both before and after the disclosure of any Confidential Information to a Permitted Disclosee, inform such Permitted Disclosee of and take all practical steps to impress upon the Permitted Disclosee, the secret and confidential

nature of the Confidential Information and the Receiving Party's obligations under this Agreement.

- 5.3. The Receiving Party shall be responsible for procuring that the Permitted Disclosees abide by the provisions of this Agreement and agree to be bound by the confidentiality undertakings given to the Disclosing Party by the Receiving Party in this Agreement. The Receiving Party shall be responsible for any breach of the terms and conditions of this Agreement by any Permitted Disclosee.
- 5.4. The Receiving Party shall (if requested to do so by the Disclosing Party) procure that the Permitted Disclosees (other than directors, officers and employees of the Receiving Party for whom the Receiving Party is vicariously responsible) give a written undertaking in favour of the Disclosing Party in regard to the Confidential Information on substantially the same terms and conditions as contained in this Agreement.
- 5.5. A Party's failure to obtain receipt of the written undertaking referred to in clause 5.4 above shall in no way detract from the Receiving Party's obligations in terms of this Agreement and particularly in terms of the provisions of this clause 5.

6. **RETURN OF CONFIDENTIAL INFORMATION**

- 6.1. The Receiving Party shall, at its own expense, within 5 (five) business days of written demand from the Disclosing Party, subject to the legal requirements of any applicable laws:
 - 6.1.1. return or destroy (as stipulated by the Disclosing Party) and procure the return or destruction of all Confidential Information and all copies of it (whether in paper, electronic or other format) held by the Receiving Party or by a Permitted Disclosee without keeping any copies or partial copies thereof;
 - 6.1.2. destroy and procure the destruction of all analyses, compilations, notes, studies, memoranda or other documents prepared by the Receiving Party or by any Permitted Disclosee which contain or otherwise reflect or are generated from the Confidential Information;
 - 6.1.3. delete or procure the deletion of all Confidential Information from any computer, word processor, tablet or other device in the possession or control of the Receiving Party or any Permitted Disclosee; and

6.1.4. confirm in writing to the Disclosing Party that the Receiving Party has and that to the best of its knowledge, information and belief having made all reasonable enquiries, that all Permitted Disclosees have also, complied with the provisions of clauses 6.1.1 to 6.1.3.

7. **EXCLUSIONS**

7.1. The determination of whether information constitutes Confidential Information shall not be affected by whether or not such information is subject to, or protected by, common law or statute related to copyright, patent, trade marks or otherwise.

7.2. If the Receiving Party is uncertain as to whether any information is Confidential Information, the Receiving Party shall treat such information as confidential until the contrary is agreed by the Disclosing Party in writing.

7.3. The undertakings given by the Receiving Party in this Agreement and in particular in clause 4 above shall not apply to any information which:

7.3.1. is or becomes generally available to the public other than by the negligence or default of the Receiving Party and/or any Permitted Disclosee, or by the breach of this Agreement by any of them;

7.3.2. the Disclosing Party confirms in writing is disclosed on a non-confidential basis;

7.3.3. has lawfully become known by or come into the possession of the Receiving Party on a non-confidential basis from a source other than the Disclosing Party having the legal right to disclose same, provided that such knowledge or possession is evidenced by the written records of the Receiving Party existing at the Signature Date; or

7.3.4. is or was independently developed by the Receiving Party or its Representatives without the use of, or reliance in any way upon, the Confidential Information;

provided that:

7.3.5. the onus shall at all times rest on the Receiving Party to establish that such information falls within the Exclusions;

7.3.6. information will not be deemed to be within the Exclusions merely because such information is embraced by more general information in the public domain or in the Receiving Party's possession; and

7.3.7. any combination of features will not be deemed to be within the Exclusions merely because individual features are in the public domain or in the Receiving Party's possession, but only if the combination itself and its principle of operation are in the public domain or in the Receiving Party's possession.

8. **FORCED DISCLOSURE**

8.1. In the event that the Receiving Party is required to disclose Confidential Information pursuant to a requirement or request by operation of law, regulation, court order or rules of a stock exchange upon which the securities of a Party are listed, it will:

8.1.1. advise the Disclosing Party thereof in writing prior to disclosure, if possible and if permitted by law;

8.1.2. take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;

8.1.3. afford the Disclosing Party a reasonable opportunity, if possible, to intervene in the proceedings;

8.1.4. comply with the Disclosing Party's reasonable requests as to the manner and terms of any such disclosure; and

8.1.5. notify the Disclosing Party of the form and extent of any such disclosure or announcement immediately after it is made.

9. **DURATION**

9.1. This Agreement shall commence on the Signature Date and shall cover any Confidential Information disclosed during the period that the Parties are involved in the Business Opportunity.

9.2. The provisions of this Agreement shall bind the Parties from the Signature Date (subject to clause 3.4) and for as long as they are involved in discussing the Business Opportunity and for a period of 3 (three) years after the earlier that the Business Opportunity ceases or that they terminate this Agreement in writing, whichever occurs

first. In the absence of clear irrefutable evidence regarding when the discussions ceased, it shall be deemed that the involvement in the Business Opportunity shall have ceased after the expiry of a 12 (twelve) month period as from the Signature Date.

- 9.3. Either Party may at any time in writing notify the other Party of its cessation of the involvement in the Business Opportunity and such written notification shall have the effect that no further disclosures of information will be made in terms of this Agreement.
- 9.4. Notwithstanding the cessation of the Business Opportunity or termination of this Agreement by mutual written consent, the obligation to protect the confidentiality of Confidential Information received prior to such cessation or termination shall endure for a period until any Confidential Information ceases to be confidential having regard to the provisions of clause 7.3 and all provisions of this Agreement dealing with the protection of Confidential Information and the enforcement of the Parties' respective rights and obligations shall continue to apply during such period, irrespective of such cessation or termination.

10. **BREACH**

- 10.1. Without prejudice to the other rights of the Disclosing Party, in the event that any unauthorised disclosure or use of the Confidential Information which is or is likely to constitute a breach of any provision of this Agreement comes to its knowledge, the Receiving Party shall, at the sole cost of the Receiving Party:
 - 10.1.1. immediately notify the Disclosing Party in writing and take such steps as the Disclosing Party may require in order to remedy or mitigate the effects of such actual or threatened breach; and
 - 10.1.2. use its best commercial endeavours to assist the Disclosing Party in recovering and preventing the use, dissemination, sale or other disposal of such Confidential Information.
- 10.2. The Parties acknowledge and agree that:
 - 10.2.1. cancellation is not an appropriate remedy for breach of this Agreement and this Agreement may not be cancelled save by written agreement between the Parties; and
 - 10.2.2. damages alone may not be an adequate remedy for any breach of the obligations set out in this Agreement and that the remedies of interdict, specific performance and any other equitable relief may be appropriate for

any threatened or actual breach of this Agreement. The Disclosing Party will be entitled to apply for any such remedy, in addition to any other remedy to which it may be entitled in law (other than the remedy of cancellation).

11. **NO WARRANTY OR OFFER**

11.1. Unless otherwise specifically stated in writing, the Disclosing Party:

11.1.1. does not give or make any warranty, representation or undertaking, express or implied, as to the accuracy or completeness of any of the Confidential Information or other information received by the Receiving Party or its Permitted Disclosees or as to the reasonableness of any assumptions on which any of the same is based;

11.1.2. does not accept any responsibility or liability for the use of the Confidential Information by the Receiving Party or its Permitted Disclosees; and

11.1.3. is under no obligation to update or correct any inaccuracies which may become apparent in any of the Confidential Information.

11.2. No Confidential Information or other information, communication or document made available to or supplied to the Receiving Party by the Disclosing Party shall constitute an offer or invitation to the Receiving Party, nor will any such information, communication or document form the basis of any contract.

11.3. Notwithstanding clause 11.1.1 above, the Disclosing Party warrants that it owns or has the right to transmit the Confidential Information to the Receiving Party.

12. **PUBLICITY**

12.1. Subject to clause 12.3 below, each Party undertakes to keep confidential and not to disclose to any third party, save as may be required in law (including by the rules of any securities exchange on which the shares of either of the Parties may be listed, where applicable) or permitted in terms of this Agreement, the nature, content or

existence of this Agreement and any and all information given by a Party to the other Party pursuant to this Agreement.

12.2. No announcements of any nature whatsoever will be made by or on behalf of a Party relating to this Agreement without the prior written consent of the other Party, save for any announcement or other statement required to be made in terms of the provisions of any law, in which event the Party obliged to make such statement will first consult with the other Party to enable them in good faith to attempt to agree the content of such announcement, which (unless agreed) must go no further than is required in terms of such law or rules. This will not apply to a Party wishing to respond to the other Party which has made an announcement of some nature in breach of this clause 12.2.

12.3. This clause 12 shall not apply to any disclosure made by a Party to its professional advisors or consultants, provided that they have agreed to the same confidentiality undertakings, or to any judicial or arbitral tribunal or officer, in connection with any matter relating to this Agreement or arising out of it.

13. **PERSONAL INFORMATION PROTECTION LAWS**

If the Disclosing Party or its Representatives provide the Receiving party or its Representatives with Personal Information under this Agreement, the Receiving Party and its Representatives agree to comply with all applicable laws, including but not limited to, the provisions of the POPIA as well as where applicable the National Credit Act No 34 of 2005, the Regulation of Interception of Communications and the Provision of Communication Related Information Act No 70 of 2002 and the Electronic Communications and Transactions Act No 25 of 2002. The Receiving Party and its Representatives also agree to comply with any other applicable and relevant data protection law including the including the Data Protection Act 2018 ("DPA 2018"), and the UK General Data Protection Regulation of the United Kingdom ("UKGDPR") where either Party is established in the UK or where processing of Personal Information relates to the offering of goods and services to data subjects in the UK or the monitoring of their behavior by either Party takes place in the UK and the General Data Protection Regulation (EU) 2016/679 and Directive 2002/58/EC ("the ePrivacy Directive") where applicable ("EUGDPR") in the case of the EUGDPR where either Party is established in the European Union ("EU") or where the processing of Personal Information relates to the offering of goods or services to data subjects in the EU or the monitoring of the behaviour of such data subjects by either Party takes place.

14. **BENEFIT**

14.1. The undertakings given by the Receiving Party in this Agreement shall be for the benefit of and may be enforced by the Disclosing Party and any associates and successors-

in-title. The undertakings shall be deemed to have been imposed as a *stipulatio alteri* for the benefit of any associates and successor-in-title and such benefit may be accepted by such person at any time. The fact that any undertaking may not be enforceable by one of them will not affect its enforceability by any other Party.

14.2. For the purposes of clause 13.1, the terms “*associates*” and “*successors-in-title*” shall include any third party which:

14.2.1. is an associate of either Party, being a subsidiary of or controlled by such Party, or which controls that Party or is a subsidiary of or under control of such Party;

14.2.2. acquires the business of the Disclosing Party or any part thereof; or

14.2.3. acquires, pursuant to any cession, the right to enforce the undertakings embodied in this Agreement, or

14.2.4. is the holder, owner or subject matter of the Confidential Information lawfully disclosed by the Disclosing Party in terms of this Agreement.

15. NOTICES AND DOMICILIA

15.1. Notices and addresses

15.1.1. Notices

Any notice, consent, approval or other communication in connection with this Agreement (“**Notice**”) will be in writing in English.

15.1.2. Addresses

Each Party chooses the physical address and/or email address corresponding to its name below as the address to which any Notice must be sent.

15.1.2.1. Altron:

Physical address: Altron Business Park, 20 Woodlands Drive, Woodlands Office Park, Woodmead, 2191, Gauteng, South Africa

Attention: The Divisional Managing Director/Managing Director [if an Altron company other than Altron TMT (Pty) Ltd]

15.1.2.2. :

Physical address:
.....
.....
.....
South Africa

Attention:

Any Party may by Notice to the other Party change its address and/or the person, if any, for whose attention any Notice must be marked in terms of clause 15.1.1.

15.2. Effective on receipt

15.2.1. Any Notice takes effect when received by the recipient (or on any later date specified in the Notice) and, unless the contrary is proved, is deemed to be received:

15.2.1.1. on the day of delivery, if delivered by hand to a responsible person at the recipient's physical address in clause 15.1.2. If delivery is not on a Business Day, or is after ordinary business hours on a Business Day, the Notice is deemed to be received on the Business Day immediately following the date of delivery; and

15.2.1.2. on the Business Day on which it is sent, if sent by email to the recipient's email address in clause 15.1.2.

15.2.2. Despite anything to the contrary in this Agreement, a Notice actually received by a Party is effective even though it was not sent, or delivered, or sent and delivered to its address in clause 15.1, unless otherwise provided in this Agreement.

15.3. Service of legal process

15.3.1. Each Party chooses its physical address referred to in clause 15.1.2 as its address at which legal process and other documents in legal proceedings in connection with this Agreement may be served (*domicilium citandi et executandi*).

15.3.2. Any Party may by Notice to the other Party change its address at which legal process and other documents in legal proceedings in connection with this Agreement may be served to another physical address.

16. **NON-SOLICITATION**

Each Party undertakes in favour of the other Party that neither it nor any person over which it has direct or indirect control will, during the duration of its obligations in terms of this Agreement, specifically solicit or target any employee of the other Party for employment by itself or another party, or employ such person. This provision shall not prevent the employment by any person who applies for a position as may be advertised by the relevant Party or its employment procurement agencies in the ordinary course of business.

17. **APPLICABLE LAW AND JURISDICTION**

This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.

18. **GENERAL**

18.1. **Whole Agreement**

18.1.1. This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, warranty, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.

18.1.2. This Agreement supersedes and replaces any and all agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.

18.2. **Variations to be in Writing**

No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement, or termination of this Agreement, will be of any force or effect unless in writing and signed by the Parties.

18.3. No Indulgences

No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other Party in respect of the performance of any obligation hereunder and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement and no single or partial exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

18.4. Provisions Severable

All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision as if they were aware of such unenforceability at the time of execution hereof.

18.5. Continuing Effectiveness of Certain Provisions

The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

18.6. No Assignment

Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by either Party without the prior written consent of the other Party, save as otherwise provided herein.

19. **COSTS**

Each Party will bear and pay its own legal costs and expenses of and incidental to the discussions, drafting, preparation and implementation of this Agreement.

Signed at _____ on the _____ day of _____ 2021

For and on behalf of

Altron TMT Proprietary Limited, acting through its Altron [insert name of ALTRON division] division/ PROPRIETARY LIMITED [insert name of ALTRON company if other than ALTRON TMT (PTY) LTD]

Name:

Capacity:

Who warrants his/her authority

Signed at _____ on the _____ day of _____ 2021

For and on behalf of

.....

Name:

Capacity:

Who warrants his/her authority