



MUTUAL NON-DISCLOSURE AGREEMENT

CollectiveInc standard form · v1

between

COLLECTIVEPLUS (PTY) LTD (Registration number 2026/735123/07), trading as CollectiveInc, of Ingenuity Park, 3 Nandi Mthembu Drive, Ballito, KwaZulu-Natal, 4418 ("**CollectiveInc**")

and

the party described in Schedule 1 (the "**Counterparty**").

Each is a "party" and together they are the "parties". Please read this agreement, complete Schedule 1, sign it by hand and return it to info@collectiveinc.co.za. We will countersign and send you the fully signed copy.

1. Why we are signing this

- 1.1 The parties wish to discuss the purpose described in Schedule 1 (the "Purpose"). To do so, each may share information that is private and valuable. This agreement sets out how each party will protect the information it receives.

2. What counts as Confidential Information

- 2.1 "Confidential Information" means all information disclosed by or for a party (the "Discloser") to the other (the "Recipient"), in any form, in connection with the Purpose, whether or not marked confidential, that a reasonable person would understand to be confidential. It includes ideas, concepts, business plans, financial and pricing information, customer and member information, product designs, source code, data, methods, know-how, and the existence and content of the parties' discussions.
- 2.2 Confidential Information does not include information that the Recipient can show: (a) is or becomes public other than through the Recipient's breach; (b) was lawfully known to the Recipient, free of any duty of confidence, before disclosure; (c) was lawfully received from a third party free of any duty of confidence; or (d) was independently developed by the Recipient without use of the Discloser's information.

3. What the Recipient must do

- 3.1 The Recipient must: (a) keep the Discloser's Confidential Information confidential, using at least the care it uses for its own confidential information and never less than reasonable care; (b) use it only for the Purpose; (c) not disclose it to anyone except those of its directors, employees, contractors and professional advisers who need to know it for the Purpose and who are bound by confidentiality duties no less strict than these; and (d) tell the Discloser promptly if it learns of any unauthorised use or disclosure.
- 3.2 The Recipient remains responsible for any breach of this agreement by anyone to whom it discloses Confidential Information.
- 3.3 Use of artificial intelligence. Each party may use AI tools in its ordinary work, but must not enter the other party's Confidential Information into any AI service that keeps it, shares it with others or uses it to train models. Tools used for the Purpose must be configured, or contracted, so that inputs are not retained for training and are protected at least to the standard in clause 3.1.
- 3.4 If the law, a court or a regulator requires disclosure, the Recipient must (where lawful) give the Discloser prompt written notice, disclose only what is legally required, and help the Discloser, at the Discloser's cost, to seek protection.



4. Ownership and no other rights

- 4.1 All Confidential Information stays the property of the Discloser. Nothing in this agreement transfers or licenses any intellectual property or other right to the Recipient, other than the limited right to use the information for the Purpose.
- 4.2 This agreement does not oblige either party to proceed with any transaction, to continue discussions, or to disclose any particular information. Any future work together will be recorded in a separate written agreement.
- 4.3 Each party may freely use ideas or skills of general application retained in the unaided memory of its personnel, provided it does not disclose or use the Discloser's Confidential Information in doing so.

5. Non-circumvention

- 5.1 During this agreement and for 12 months after it ends, neither party will use the other's Confidential Information to approach, contract with or cut out the other party's clients, suppliers, funders or partners that it learnt of through the Purpose, without the other party's written consent.

6. Personal information

- 6.1 If either party shares personal information of other people, it must have a lawful basis to do so. The Recipient will process that information only for the Purpose, secure it, and comply with the Protection of Personal Information Act 4 of 2013 (POPIA), including its rules on transfers outside South Africa.

7. Return and destruction

- 7.1 Within 5 business days after the Discloser asks in writing, or after discussions end, the Recipient must return or securely destroy the Discloser's Confidential Information, including copies held in notes, files and AI tools, and confirm this in writing on request. The Recipient may keep copies that the law requires it to keep, or that sit in routine backups until overwritten, and these remain protected by this agreement.

8. How long this lasts

- 8.1 This agreement starts on the effective date in Schedule 1 and the duty to protect Confidential Information lasts for 2 years from that date. For source code, trade secrets and personal information, the duty lasts for as long as the information remains confidential or protected by law.

9. If someone breaks it

- 9.1 The parties agree that damages alone may not be enough to remedy a breach. The Discloser may therefore ask a court for an interdict or other urgent relief, in addition to any other remedy, without proving actual loss.
- 9.2 A party that breaches this agreement is liable for the other party's proven losses and, if the other party succeeds in court, for its reasonable legal costs on the attorney-and-own-client scale.

10. General

- 10.1 Whole agreement. This agreement is the entire agreement about its subject matter and replaces earlier discussions on confidentiality.



- 10.2 Changes. Any change must be in writing and signed by both parties.
- 10.3 No waiver. If a party does not enforce a right, it does not lose that right.
- 10.4 Severability. If any provision is unenforceable, the rest remains in force.
- 10.5 No assignment. Neither party may transfer its rights or duties under this agreement without the other's written consent.
- 10.6 Notices. Notices must be in writing and sent to the email addresses in Schedule 1 (for CollectiveInc: info@collectiveinc.co.za). A notice sent by email is treated as received on the next business day.
- 10.7 Governing law and courts. South African law governs this agreement. The parties submit to the jurisdiction of the High Court of South Africa, KwaZulu-Natal Division, without limiting either party's right to approach any other competent court.
- 10.8 Signature. This agreement is signed by hand. Each party may sign a separate counterpart, and a scanned or photographed copy of a hand-signed page is accepted. It takes effect on the date of the last signature. Typed names and electronic signatures do not count.



SCHEDULE 1 · DETAILS OF THE COUNTERPARTY

Please complete every line below before signing.

Counterparty full legal name	[to be completed]
Registration / ID number	[to be completed]
Physical address	[to be completed]
Email address for notices	[to be completed]
Representative and capacity	[name and title, to be completed]
Purpose (what we will discuss)	[for example: discussing a product idea and a possible working relationship with CollectiveInc]
Effective date	[date of the last signature below]

SIGNATURES

Signed by the parties' authorised representatives, each of whom confirms that they are authorised to bind the party for whom they sign.

For the Counterparty

Signature _____

Name: _____

Capacity: _____

Date: _____

Place: _____

For CollectivePlus (Pty) Ltd t/a CollectiveInc

Signature _____

Name: Milano Naidoo

Chief Executive Officer, duly authorised

Date: _____

Place: _____