

AGREEMENT FOR THE PROTECTION OF CONFIDENTIAL INFORMATION

entered into between

Old Mutual Insure Limited

(Registration number 1970/006619/06)

("OM Insure")

and

Vision Elevators (Pty) Ltd

(Registration number 2006/010380/07)

("the Counterparty")

(collectively "the Parties")

Control Disclosure

Initial here

THE PARTIES AGREE AND RECORD AS FOLLOWS:

- A) Each Party has disclosed or wishes to disclose its Confidential Information to the other Party for the purposes described in clause 2.
- B) The Parties have agreed to enter into this Agreement for the protection of each other's interests in the Confidential Information.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following terms/expressions shall bear the meanings assigned to them below:

1.1.1 **"Affiliates"** means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to Subsidiaries and associates that directly or indirectly, control, are controlled by, or are under common control with or by a Party. For purposes of this Agreement, the term **"Subsidiaries"** shall have the meaning ascribed thereto in the Companies Act 71 of 2008, as amended;

1.1.2 **"the/this Agreement"** means the Agreement set out herein, together with all Annexures;

1.1.3 **"Business Day"** means any day which is not a Saturday, a Sunday or a public holiday gazetted as such in the Republic of South Africa;

1.1.4 **"Confidential Information"** means:

1.1.4.1 any information, data or protectable interest which by its nature or content is identifiable as sensitive, confidential and/or proprietary to the Disclosing Party and/or any third party, and/or the Disclosing Party's Affiliates or which is provided or disclosed in confidence and which the Disclosing Party or any person acting on its behalf may disclose or provide to the Receiving Party or which may come to the knowledge of the Receiving Party by whatsoever means. The Disclosing Party's Confidential Information shall include (i) information relating to strategic objectives and planning for both its existing and future needs; (ii) information relating to either Party's business activities, business relationships, products, services, clients and Staff; (iii) technical, scientific, commercial, financial and market information and trade secrets; (iv) intellectual property that is proprietary to a Party or that is proprietary to a third party and in respect of which the Disclosing Party has rights of use or possession; (v) Disclosing Party's plans, designs, drawings, functional and technical requirements and specifications; (vi) information concerning faults or defects in either Party's systems, hardware and/or software or the incidence of such faults or defects; (vii) all agreements to which either Party is a party, including this Agreement; (viii) any Personal Information;

1.1.4.2 Confidential Information excludes information or data which (a) is lawfully in the public domain or already in the possession of the Receiving Party from a source other than the Disclosing Party at the time of disclosure to the Receiving Party; or (b) subsequently becomes lawfully part of the public domain by publication or otherwise; or (c) subsequently becomes available to the Receiving Party from a source other than the Disclosing Party which is lawfully entitled, without any restriction on disclosure, to disclose such Confidential Information; or (d) is disclosed pursuant to a requirement

Control Disclosure

or request by operation of law, regulation or court order; provided that the onus shall at all times rest on the Receiving Party to establish that such information falls within such exclusions and provided further that the information disclosed in terms of this Agreement will not be deemed to be within the foregoing exclusions merely because such information is embraced by more general information in the public domain or in a Party's possession. The determination of whether information is 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 or otherwise;

- 1.1.5 **"Counterparty"** means **Vision Elevators (Pty) Ltd**, (Registration number **2006/010380/07**), with its principal place of business at **Unit 24, Great North Industrial Park, 20 Van Wyk Road, Goedeburg Ext 51, Benoni, 1501**, a company duly incorporated in accordance with the laws of South Africa;
- 1.1.6 **"Disclosing Party"** means the Party who discloses Confidential Information to the other Party in terms of this Agreement, and includes any third party to the extent that such third party discloses Confidential Information in terms of this Agreement;
- 1.1.7 **"Effective Date"** means signature date;
- 1.1.8 **"Notice"** means a Written document, and **"Notify"** shall have a corresponding meaning;
- 1.1.9 **"OM Insure"** means Old Mutual Insure Limited, a public company trading as a registered insurance company with registration number 1970/006619/06 and with its principal place of business at 2 Saint Andrews, Wanooka Place, Parktown, 2193.
- 1.1.10 **"Parties"** means OM Insure and the Counterparty, and **"Party"** shall mean either one of them, as the context may dictate;
- 1.1.11 **"Receiving Party"** means the Party receiving Confidential Information;
- 1.1.12 **"Responsible Party"** means the Party which, alone or in conjunction with others, determines the purpose of and means for Processing Personal Information;
- 1.1.13 **"Staff"** means any employee, independent contractor, agent, consultant, subcontractor or other representative of either Party;
- 1.1.14 **"Signature"** means a hand-written signature, excluding any type-written signature or signature appended by electronic communication, and **"Signed"** shall have a corresponding meaning;
- 1.1.15 **"Writing"** includes any hand-written, typewritten or email document or communication, and **"Written"** shall have a corresponding meaning.
- 1.2 Words importing:
 - 1.2.1 any one gender includes the other two genders;
 - 1.2.2 the singular includes the plural, and vice versa; and
 - 1.2.3 natural persons include created entities (corporate or unincorporated) and vice versa.
- 1.3 Any reference to "days" shall be construed as being a reference to calendar days unless a "Business Day" is specified.
- 1.4 Any provision in the definitions and interpretation clause conferring rights or imposing obligations on either Party, shall be regarded as a substantive provision of this Agreement, notwithstanding the fact that it only appears in the said clause.
- 1.5 The phrases "include" and "including" means "include without limitation" and "including without limitation" respectively. The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it.

2 INTRODUCTION

- 2.1 The Parties wish to present business proposals to each and/or wish to discuss and negotiate a future business relationship to their mutual benefit and that of their clients.
- 2.2 In the course of the above interactions, the parties may disclose their Confidential Information to each other for purposes of this Request for Proposal (**RFP**).
- 2.3 The Parties further acknowledge that the disclosure of the Confidential Information to any unauthorised third party will cause considerable financial loss the other party.

3 DURATION

This Agreement shall commence on the Effective Date and shall continue indefinitely.

OBLIGATIONS

- 3.1 The Receiving Party agrees and undertakes:
 - 3.1.1 except as permitted by this Agreement, not to disclose or publish any Confidential Information in any manner, for any reason or purpose whatsoever without the prior Written consent of the Disclosing Party and provided that in the event of the Confidential Information being proprietary to a third party, it shall also be incumbent on the Receiving Party to obtain the consent of such third party;
 - 3.1.2 not to make or issue any formal or informal announcement (with the exception of legally required stock exchange announcements), advertisement or statement to the press in connection with this Agreement or otherwise disclose the existence of this Agreement or the subject matter thereof, to any other person without the prior Written consent of Disclosing Party;
 - 3.1.3 not to use the Disclosing Party as a reference or make reference to the Disclosing Party in any of its marketing material or in any of its other communications with the public or with third parties;
 - 3.1.4 to restrict the dissemination of the Confidential Information to only those of the Staff who are actively involved in activities for which use of Confidential Information is authorised and then only on a "**need to know**" basis and the Receiving Party shall initiate, maintain and monitor internal security procedures reasonably acceptable to the Disclosing Party to prevent unauthorised disclosure by the Staff;
 - 3.1.5 to take all practical steps, both before and after disclosure, to impress upon the Staff that are given access to Confidential Information the secret and confidential nature thereof.
- 3.2 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:
 - 3.2.1 to be proprietary to the Disclosing Party or where applicable, the relevant third-party proprietor; and
 - 3.2.2 not to confer any rights of whatsoever nature in such Confidential Information on the Receiving Party.
- 3.3 The Receiving Party shall protect the Confidential Information in the manner, and with the endeavour, of a reasonable person protecting his/her own Confidential Information. In no event shall the Receiving Party use less than reasonable efforts to protect the confidentiality of the Confidential Information.
- 3.4 The Receiving Party agrees:
 - 3.4.1 to use the Confidential Information solely for the purpose of negotiations and discussions with the Disclosing Party;
 - 3.4.2 to keep the Confidential Information confidential and not to disclose the Confidential Information to any person without the Disclosing Party's prior written

Control Disclosure

approval. The Receiving Party will be responsible for maintaining the confidentiality and security of all Confidential Information and will take all reasonable measures to prevent unauthorized disclosure of any Confidential Information;

- 3.4.3 not to adapt the Confidential Information for any purposes;
 - 3.4.4 not to disclose to any person that the Confidential Information has been disclosed to the Receiving Party;
 - 3.4.5 not to make any copies of any materials containing Confidential Information, without the Disclosing Party's prior Written approval. All copies will at all times remain the exclusive property of the Disclosing Party.
- 3.5 Unless the Parties otherwise agree in Writing, no representations or warranties are given by the Disclosing Party, whether express or implied, as to the accuracy or completeness of the Confidential Information.
- 3.6 The obligations of the Receiving Party pursuant to the provisions of this Agreement shall not apply to any information that:
- 3.6.1 is known to or in possession of the Receiving Party prior to disclosure thereof by the Disclosing Party;
 - 3.6.2 is or becomes publicly known, otherwise than pursuant to a breach of this Agreement by the Receiving Party;
 - 3.6.3 is acquired independently of the Disclosing Party by the Receiving Party in circumstances that do not amount to a breach of the provisions of this Agreement;
 - 3.6.4 is disclosed by the Receiving Party to satisfy the order of a court of competent jurisdiction or to comply with the provisions of any law or regulations in force from time to time; provided that in these circumstances, the Receiving Party shall advise the Disclosing Party in Writing prior to such disclosure to enable the Disclosing Party to take whatever steps it deems necessary to protect its interest in this regard; provided further that the Receiving Party will disclose only that portion of the information which it is legally required to disclose and the Receiving Party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent possible in the circumstances; or
 - 3.6.5 is received by a Party in good faith from a third party in circumstances that do not amount to a breach of the provisions of this Agreement or to a breach by the third party of any undertaking it may have made to a Party to this Agreement in relation to such Confidential Information.
 - 3.6.6 The Parties and all of their directors, officers and/or employees, or any other persons to whom Confidential Information is disclosed understand, or shall be made to understand, that the Confidential Information may constitute inside information in terms of the Financial Markets Act, 19 of 2012 and that strict adherence to the provisions of the Financial Markets Act and the JSE General Principles is accordingly required. The provisions of the Financial Markets Act, include, but are not limited to, a restriction on trading in the shares of the Party that has disclosed Confidential Information whilst the other Party is in possession of price sensitive information relating to the shares of the disclosing Party and/or any of its holding, subsidiary and/or associated companies (as defined in the Companies Act, 2008).

4 BREACH AND INDEMNITY

- 4.1 The Receiving Party acknowledges that any breach of the undertakings in this Agreement may result in substantial damages for the Disclosing Party. The Receiving Party indemnifies the Disclosing Party against all damages, losses, liabilities, expenses, claims and costs that

the Disclosing Party may sustain or incur as a result of any breach of the Receiving Party's obligations under this Agreement.

- 4.2 The Receiving Party further acknowledges that damages may be inadequate compensation for any breach of this Agreement. The Disclosing Party shall be entitled to seek an interdict, specific performance or similar remedy against any conduct or threatened conduct which is or would be a breach of this Agreement.

5 RETURN OR DESTRUCTION OF INFORMATION

- 5.1 The Receiving Party undertakes immediately on Written request by the Disclosing Party to-
- 5.1.1 return all Confidential Information furnished to it and all copies and extracts thereof;
 - 5.1.2 destroy all Written records and delete all computer records which are derived from or which contain Confidential Information;
 - 5.1.3 furnish a Written and Signed statement to the effect that upon such return and/or destruction, it has not retained in its possession or under its control, either directly or indirectly, any such Confidential Information or material.

6 NOTICES AND DOMICILIA

- 6.1 The parties hereby nominate the physical address set out under their names as their domicilium citandi et executandi for the giving of notices, the serving of legal process and any other purposes arising from this agreement. Each party may change its chosen address to any other physical address in South Africa provided that such change shall only take effect ten days after such party has given written notice of the change to the other party.

7 DISPUTE RESOLUTION

- 7.1 The Parties shall initially attempt in good faith to promptly resolve any dispute arising out of or relating to this Agreement through negotiations between the respective Relationship Managers (or their duly authorised representatives) within 10 (ten) Business Days after the dispute was Notified by one to the other.
- 7.2 If the dispute is not resolved through negotiations as envisaged in clause 7.1, either or both of the Parties shall refer the matter to a panel consisting of representatives of at least General Management level of either Party for review and resolution. The aforementioned persons (or their duly authorised representatives) shall meet and discuss the matter as soon as practicable after a matter is referred to them and, in any event, within 15 (fifteen) Business Days of the Referral.
- 7.3 If the dispute is not resolved as aforesaid within the aforementioned 15 (fifteen) Business Day period, either Party may elect on Written notice to the other Party to have the dispute finally resolved in accordance with the Rules of the Arbitration Foundation of South Africa ("AFSA") by an arbitrator appointed by AFSA, provided that there shall be no right of appeal.
- 7.4 The arbitration shall be held -
- 7.4.1 with only the Parties and their representatives present thereat; and
 - 7.4.2 at Johannesburg, South Africa.
- 7.5 The decision of the arbitrator shall be final and binding on the Parties, who shall summarily carry out that decision and either of the Parties shall be entitled to have the decision made an order of any court with competent jurisdiction.
- 7.6 This clause 7 shall not be interpreted to mean that either of the Parties shall be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 7.7 This clause 7 shall survive the expiration, cancellation or termination of the Agreement.

8 ENTIRE AGREEMENT

This Agreement is the entire agreement between the Parties on the subject matter hereof.

9 AMENDMENTS

No addition to or variation, consensual termination or novation of this Agreement (including this clause), and no waiver of any right arising from this Agreement or its breach or termination shall be valid or enforceable unless it is in Writing and Signed by the Parties.

10 GOOD FAITH AND CO-OPERATION

10.1 In the implementation of this agreement, the parties undertake to observe the utmost good faith and they warrant in their dealings with one another that they shall neither do anything nor refrain from doing anything that might prejudice the rights, assets or interests of the other(s).

10.2 Each of the parties undertakes to complete, sign and deliver all documents and to do all things within its powers that are necessary to implement the terms of this agreement.

11 WAIVER

No indulgence, which either Party may grant to the other, shall constitute a waiver of or prejudice the rights of the Party granting the indulgence.

12 SEVERABILITY

If any part of this Agreement is found to be invalid or unenforceable, it shall be severed from the remainder of this Agreement, which shall remain valid and enforceable.

13 APPLICABLE LAW

This Agreement shall be governed by the law of South Africa.

14 COUNTERPARTS

Each Party may Sign a separate copy of this Agreement in which case such separate Signed copies will jointly form the Agreement.

15 SURVIVAL

Any provision of this Agreement, which contemplates performance or observance subsequent to any termination or expiration of this Agreement, shall survive any termination or expiration of this Agreement and continue in full force and effect.

SIGNATURES OF THE PARTIES INTENTIONALLY APPEAR ON THE IMMEDIATELY FOLLOWING PAGE

SIGNED at on this day of 2026

For Old Mutual Insure Limited:

Witnesses:

1 Sign:

.....

Print Name:

.....

2 Sign:

.....

Print Name:

.....

.....
*(signature for and on behalf of **OM Insure** and who warrants that s/he is duly authorised)*

(signatures of witnesses)

.....

Full name of signatory

.....

Capacity of signatory

SIGNED AT ON THIS DAY OF 2026

For the Counterparty:

Witnesses:

1 Sign:

.....

Print Name:

.....

2 Sign:

.....

Print Name:

.....

.....
*(signature for and on behalf of **Vision Elevators (Pty) Ltd** who warrants that s/he is duly authorised)*

(signatures of witnesses)

.....

Full name of signatory

.....

Capacity of signatory