

Mutual Non-Disclosure Agreement

Between Athena Advisors SA 786 (Pty) Ltd (registration 2013/032888/07), trading as **Athena**, of Stellenbosch, Western Cape ("**Athena**") and the person or entity identified in the electronic execution record attached to the enquiry through which this Agreement is concluded ("**the Counterparty**") — together "**the Parties**", each a "**Party**", and in respect of information disclosed, the "**Discloser**" and the "**Recipient**".

1. Purpose

The Parties wish to exchange information so that Athena can understand, evaluate, scope, quote for and, if appointed, deliver software and related services for the Counterparty, and so that the Counterparty can evaluate Athena (the "**Purpose**"). This Agreement protects what each Party learns from the other in that exchange. It binds both Parties equally, from the moment the Counterparty's enquiry is submitted with the electronic execution described in clause 13.

2. What is confidential

"**Confidential Information**" means all information, in any form, disclosed by or on behalf of a Discloser to a Recipient in connection with the Purpose, before or after this Agreement is concluded, that is marked confidential or that a reasonable person would understand to be confidential — including business plans, processes, workflows, financial information, pricing, customer and supplier information, personal information, technical information, source code, designs, architectures, credentials, documents, images, video, data sets and the fact and content of the Parties' discussions. Materials attached to the enquiry form are Confidential Information of the Counterparty.

3. What is not confidential

Confidential Information excludes information that: (a) is or lawfully becomes public through no breach of this Agreement; (b) the Recipient lawfully held without duty of confidence before disclosure; (c) the Recipient lawfully receives from a third party entitled to disclose it; or (d) the Recipient develops independently without use of the Discloser's Confidential Information. The Recipient bears the burden of proving an exclusion applies.

4. Obligations

The Recipient shall: (a) use Confidential Information only for the Purpose; (b) keep it confidential and protect it with at least the care it applies to its own confidential information, and never less than reasonable care; (c) disclose it only to its directors, employees, and professional advisers who need it for the Purpose and who are bound by duties of confidence no weaker than this Agreement, the Recipient remaining liable for their compliance; (d) not reverse engineer, decompile or derive the structure of anything embodying Confidential Information, except as a right that cannot lawfully be excluded; and (e) notify the Discloser without undue delay on becoming aware of any loss, unauthorised access or disclosure, and give reasonable co-operation to contain it.

5. Compelled disclosure

A Recipient may disclose Confidential Information to the extent required by law, a court, or a regulator, provided that (where lawful) it gives the Discloser prompt written notice and reasonable assistance to contest or limit the disclosure, and discloses no more than is required.

6. Personal information

Where Confidential Information includes personal information as defined in the Protection of Personal Information Act 4 of 2013 ("POPIA"), the Recipient shall process it only for the Purpose, apply appropriate technical and organisational safeguards, not retain it longer than the Purpose requires, and comply with POPIA. Each Party is a responsible party for personal information it holds about its own stakeholders. Athena's handling of enquiry information is further described in its privacy policy at athena-sa.com/privacy, which does not diminish this clause.

7. No licence, no transfer

All Confidential Information remains the property of the Discloser. Nothing in this Agreement grants any licence, assignment or other right, title or interest in any intellectual property, nor any right to use either Party's name, marks or logos, except the limited right to use Confidential Information for the Purpose.

8. No obligation to proceed

This Agreement does not oblige either Party to disclose anything, to negotiate, or to enter any further agreement. Any engagement, scope, price or delivery obligation arises only from a separate written agreement signed by both Parties. Each Party bears its own costs of the exchange.

9. Term and survival

This Agreement commences on electronic execution and continues for the duration of the Parties' discussions and any resulting engagement. The obligations of confidence survive for **five (5) years** from the date of each disclosure and, for personal information, trade secrets and source code, for as long as the information remains confidential in nature.

10. Return and destruction

On the Discloser's written request, or when the Purpose ends, the Recipient shall promptly return or securely destroy Confidential Information and certify destruction on request — save that a Recipient may retain copies required by law or by bona fide automated backup, which remain subject to this Agreement for as long as they are held.

11. Remedies

The Parties agree that a breach of this Agreement may cause harm not adequately compensable in money, and that the Discloser is entitled to seek urgent interdictory or other equitable relief in addition to damages, without being required to prove actual loss or to furnish security. No failure or delay in exercising a right is a waiver of it.

12. General

This Agreement: (a) is the whole agreement between the Parties on its subject and supersedes prior confidentiality understandings for the Purpose; (b) may be varied only in writing signed (including electronically) by both Parties; (c) may not be ceded or assigned without the other Party's written consent; (d) if any provision is unenforceable, continues with that provision severed to the minimum extent necessary; and (e) is governed by the law of the Republic of South Africa, the Parties consenting to the jurisdiction of the Western Cape Division of the High Court, Cape Town.

13. Electronic execution

The Parties intend this Agreement to be concluded electronically under the Electronic Communications and Transactions Act 25 of 2002. The Counterparty executes it by, within the enquiry form at athena-sa.com: (a) entering the signatory's **full name** and **job title**; (b) uploading an **image of the signatory's signature**; and (c) submitting the enquiry with the NDA option selected. Athena executes it by accepting and recording that submission. The execution record retained by Athena comprises the name, title and signature image supplied, the date and time of submission (SAST), the submitting device's **public IP address** as observed by the server and, where the submitting network exposes one, the **private source IP address** reported in the request, together with this document's version number. The signatory warrants that they are authorised to bind the Counterparty. The Parties agree that this record satisfies any requirement for writing and signature, and that a certified copy of the record is admissible evidence of execution.

Execution record

For the Counterparty — full name, job title, signature image, date and time, public IP address and reported private source IP address: *as captured in the electronic execution record attached to the enquiry submission and stored against its reference number.*

For Athena — Athena Advisors SA 786 (Pty) Ltd, duly authorised, executing by electronic acceptance and recording of the Counterparty's submission.

Document version 1.0 · published at athena-sa.com · a copy of this PDF and the execution record is available on request, quoting the enquiry reference.