

Mutual Non-Disclosure Agreement

This Agreement is made on {{EFFECTIVE_DATE}}

BETWEEN:

(1) **EBV GLOBAL LTD**, a company incorporated in England and Wales with company number 16167336, having its registered office at 60 Addenbrooke Court, Southbank Road, B646LL, represented by its Director, Emmanuel Nasingizwe ("**EBV**"); and

(2) {{PARTNER_NAME}} of {{PARTNER_ADDRESS}}, acting {{PARTNER_ENTITY}} (company number {{PARTNER_ENTITY_NUMBER}}) (the "**Partner**"),

each a "**Party**" and together the "**Parties**".

1. Purpose

The Parties wish to explore and pursue a business relationship in connection with the **EBV Strategic Partner & Opportunity Network**, including without limitation the introduction, qualification, matching and progression of mining, energy and strategic investment opportunities, investor mandates, teasers, deal packages, market intelligence and related activities (the "**Purpose**"). In connection with the Purpose the Parties expect to disclose to one another information that is confidential or proprietary.

2. Definitions

2.1 "**Affiliate**" means, in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party.

2.2 "**Confidential Information**" means all information (in whatever form) disclosed by or on behalf of one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") in connection with the Purpose, whether before, on or after the date of this Agreement, including without limitation:

(a) the identity, contact details and terms of engagement of introduced projects, project owners, investors, mandate holders, brokers, advisors and other counterparties;

(b) commercial, financial, technical, geological, operational, strategic, legal, tax and personal information, teasers, mandates, deal memoranda, models, data-room contents and market intelligence;

(c) the existence, subject matter, content and status of any discussions between the Parties; and

(d) any analyses, notes, extracts, summaries or other materials prepared by the Receiving Party or its Representatives that contain, reflect or are derived from any of the foregoing.

2.3 "**Representatives**" means, in relation to a Party, its Affiliates and its and their directors, officers, employees, professional advisers, consultants and agents who have a need to know Confidential Information for the Purpose.

3. Obligations of confidentiality

3.1 The Receiving Party shall:

- (a) keep the Confidential Information secret and confidential;
- (b) use the Confidential Information only for the Purpose;
- (c) not disclose the Confidential Information to any third party without the Disclosing Party's prior written consent, except as permitted by clause 3.2; and
- (d) apply to the Confidential Information at least the same standard of care as it applies to its own confidential information of a similar nature, and in any event no less than a reasonable standard of care.

3.2 The Receiving Party may disclose Confidential Information to its Representatives on a strict need-to-know basis for the Purpose, provided that the Receiving Party:

- (a) informs each such Representative of the confidential nature of the information; and
- (b) procures that each such Representative is bound by obligations of confidentiality and non-use at least as protective as those set out in this Agreement.

The Receiving Party shall be liable for any act or omission of its Representatives in relation to the Confidential Information as if it were its own.

4. Exclusions

The obligations in clause 3 shall not apply to information which the Receiving Party can demonstrate by written evidence:

- (a) is or becomes generally available to the public other than as a result of a breach of this Agreement;
- (b) was lawfully in the Receiving Party's possession, free of any duty of confidence, before disclosure by the Disclosing Party;
- (c) is lawfully received from a third party who is free to disclose it and who does not impose any duty of confidence; or
- (d) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

5. Compelled disclosure

If the Receiving Party is required by law, regulation, court order or the rules of any competent regulatory authority or recognised stock exchange to disclose any Confidential Information, it shall (to the extent legally permitted) promptly notify the Disclosing Party in writing before making the disclosure, cooperate in good faith with any lawful effort by the Disclosing Party to prevent or limit the disclosure, and disclose only that portion of the Confidential Information that it is legally required to disclose.

6. Non-circumvention

6.1 For a period of **twenty-four (24) months** from the date of this Agreement, the Receiving Party shall not, and shall procure that its Affiliates and Representatives shall not, directly or indirectly:

(a) contact, negotiate with, transact with or accept any introduction, mandate, engagement, fee, commission or other benefit from any project owner, investor, mandate holder, counterparty or other person whose identity, contact details or opportunity has been made known to the Receiving Party by or through the Disclosing Party ("**Introduced Contacts**"), other than through, or with the prior written consent of, the Disclosing Party; or

(b) seek to bypass, avoid, circumvent or diminish the Disclosing Party's role in any transaction, relationship or introduction involving an Introduced Contact.

6.2 This clause 6 applies whether the Receiving Party acts on its own account or for or with any third party.

7. Non-solicitation

For a period of **twelve (12) months** from the date of this Agreement, the Receiving Party shall not directly or indirectly solicit for employment or engagement any employee or key contractor of the Disclosing Party with whom it has had material contact in connection with the Purpose, save that general public advertising not specifically targeted at such persons shall not constitute a breach of this clause.

8. Return or destruction

On written request by the Disclosing Party at any time, the Receiving Party shall promptly (and in any event within fifteen (15) business days) return or, at the Disclosing Party's option, securely destroy all Confidential Information in its possession or control (including any copies, extracts and derivatives) and, on request, certify such return or destruction in writing signed by an authorised officer. The Receiving Party may retain copies to the extent required by applicable law, regulation or bona fide internal record-keeping or backup policies, provided that the confidentiality obligations of this Agreement continue to apply to any such retained copies.

9. No licence; no representation

9.1 All Confidential Information remains the property of the Disclosing Party. No licence, assignment or other right in or to any Confidential Information or any intellectual property rights is granted by this Agreement, whether expressly, by implication or otherwise.

9.2 The Disclosing Party makes no representation or warranty, express or implied, as to the accuracy, completeness or fitness for any particular purpose of the Confidential Information. Neither Party shall have any liability to the other arising from the recipient's reliance on the Confidential Information, save in the case of fraud.

10. Data protection

To the extent that Confidential Information includes personal data (as defined in the UK GDPR and the Data Protection Act 2018), each Party shall comply with its obligations under applicable data protection laws, process such personal data only for the Purpose, apply appropriate technical and organisational measures to protect it, and promptly notify the other Party of any personal data breach affecting the personal data disclosed under this Agreement.

11. Remedies

The Parties acknowledge that damages alone may not be an adequate remedy for a breach of this Agreement and that the Disclosing Party shall be entitled, without prejudice to any other rights or remedies, to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach by the Receiving Party.

12. Term and survival

12.1 This Agreement takes effect on the date first written above and, unless earlier terminated by mutual written agreement, continues in force for **two (2) years** (the "**Term**").

12.2 The obligations of confidentiality and non-use in clauses 3, 4 and 5 shall survive termination or expiry of this Agreement for a further period of **five (5) years**, and for so long as the relevant Confidential Information constitutes a trade secret or comprises the identity or contact details of Introduced Contacts, for a period of **seven (7) years**. Clauses 6, 7, 8, 9, 10, 11, 13 and 15 shall survive termination or expiry.

13. Notices

13.1 Any notice given under this Agreement shall be in writing and delivered by email with acknowledgement of receipt, followed by hard copy sent by pre-paid first-class post or international courier, to:

- **EBV:** ebvglobaltd@gmail.com, marked for the attention of the Director, at the registered office set out above. - **Partner:** {{PARTNER_EMAIL}}, at the address set out above.

13.2 A notice takes effect on delivery of the email (subject to acknowledgement) or, if later, on delivery of the hard copy.

14. General

14.1 **Entire agreement.** This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior communications and understandings.

14.2 **Assignment.** Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other, save that either Party may assign to an Affiliate on written notice.

14.3 **No waiver.** No failure or delay by a Party in exercising any right or remedy shall operate as a waiver of it.

14.4 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder shall continue in full force and effect.

14.5 **Third parties.** A person who is not a Party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

14.6 **Counterparts and electronic signatures.** This Agreement may be executed in counterparts, each of which shall be an original and which together shall constitute one agreement. The Parties agree that this Agreement may be executed by electronic signature, which shall have the same effect as a wet-ink signature under the Electronic Communications Act 2000.

15. Governing law and jurisdiction

15.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of **England and Wales**.

15.2 The Parties irrevocably agree that the courts of **England and Wales** shall have exclusive jurisdiction to settle any such dispute or claim.

Signatures

Signed for and on behalf of EBV GLOBAL LTD:

Name: Emmanuel Nasingizwe

Title: Director

Signature: _____

Date: _____

Signed by / for and on behalf of {{PARTNER_NAME}}:

Name: _____

Title: _____

Signature: _____

Date: _____

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