MUTUAL CONFIDENTIALITY AND

NON-DISCLOSURE AGREEMENT

Mining Project Funding & Due Diligence

This Agreement is entered into by and between:

PARTY A — KUKAME HOLDINGS (PTY) LTD	
Full Name:	Kukame Holdings (Pty) Ltd
Registration Number:	2021/869272/07
Domicilium Address:	90 Kingbolt Crescent, Wapadrand, Gauteng, 0081
Represented by:	Louis Buys
Contact Number:	061 569 1000
Email Address:	Louis@kukame.co.za
Capacity:	CEO

AND

PARTY B — COUNTERPARTY (Legal Entity)	
Entity Name:	
Registration Number:	
Domicilium Address:	
Contact Number:	
Email Address:	
Full Name & Surname:	
Identity Number:	
Capacity:	

OR — PARTY B — COUNTERPARTY (Private Individual)

(Complete this section when the signing party is a private individual)

PARTY B — COUNTERPARTY (Private Individual)
Full Name & Surname:
Identity Number:
Domicilium Address:
Contact Number:
Email Address:

PREAMBLE

WHEREAS Kukame Holdings (Pty) Ltd acts as a Project Funding Partner Consultant, providing advisory, facilitation, and due diligence services to clients operating within the South African mining industry who require project funding;

AND WHEREAS the parties, for their mutual benefit, wish to exchange certain information of a confidential nature in connection with a potential business relationship relating to mining project funding, and wish to protect such information in the manner set out in this Agreement;

AND WHEREAS the Client wishes to disclose confidential information regarding its mining project to Kukame Holdings (Pty) Ltd to enable Kukame Holdings (Pty) Ltd to conduct a preliminary due diligence assessment and to identify and introduce suitable funding partners;

AND WHEREAS the Project in respect of which Confidential Information is being disclosed is described as follows (complete project name and description below):

Project Name:	
Project Description:	

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

In this Agreement, unless the context otherwise indicates —

1.1 the headings to clauses of this Agreement are inserted for reference purposes only and shall in no way govern or affect the interpretation thereof;

1.2 the schedules to this Agreement form an integral part hereof and words and expressions defined in this Agreement shall bear, unless the context otherwise requires, the same meaning in such schedules;

1.3 unless the context clearly indicates a contrary intention, words importing the singular shall include the plural and vice versa;

1.4 reference to any one gender shall include the other gender and any reference to a natural person shall include a legal person and vice versa.

2. DEFINITIONS

The following words and terms used in this Agreement shall have the meaning assigned to them in this section:

2.1 "Confidential Information" shall mean any information or data relating to a party's business or affairs (including but not limited to mining rights, project plans, geological surveys, resource estimates, financial models, software, technology, product, system and procedural information, client information, the identity of potential funding partners, funders, investors, distributors or end users, and information ascertainable by the inspection or analysis of samples) disclosed whether in writing, orally or by any other means to one party by the other party or by a third party on behalf of the other party after the date of this Agreement, but shall exclude any part of such disclosed information or data which —

2.1.1 is in or comes into the public domain in any way without breach of this Agreement by the receiving party; or

2.1.2 the receiving party can show — (a) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party, and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or (b) to have been developed by or for the receiving party at any time independently of any information disclosed to it by the disclosing party; or

2.1.3 the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party;

2.1.4 is thereafter furnished by the disclosing party to a third party without restriction on disclosure or use; or

2.1.5 is disclosed by the receiving party — (a) with the prior written approval of the disclosing party; or (b) without such approval, after a period of five (5) years from the date of receipt thereof.

2.2 "Funder" or "Funding Partner" means any investor, financier, lender, development finance institution, private equity fund, or other capital provider introduced by Kukame Holdings (Pty) Ltd to the Client in connection with the Project.

2.3 "Project" means the mining project or projects in respect of which the Client seeks funding and in respect of which Confidential Information is disclosed to Kukame Holdings (Pty) Ltd under this Agreement.

2.4 "Purpose" shall mean the disclosure of Confidential Information by the Client to Kukame Holdings (Pty) Ltd to enable Kukame Holdings (Pty) Ltd to (i) conduct a preliminary due diligence assessment of the Project; (ii) identify suitable Funding Partners; and (iii) facilitate the introduction of the Client to such Funding Partners, on the terms set out in this Agreement.

3. ROLE OF KUKAME HOLDINGS (PTY) LTD AS PROJECT FUNDING PARTNER CONSULTANT

3.1 Kukame Holdings (Pty) Ltd acts in the capacity of an independent Project Funding Partner Consultant. Its mandate is to assess mining projects presented to it by prospective clients, conduct preliminary due diligence, and facilitate introductions to suitable Funding Partners within its network, for the purpose of enabling project financing.

3.2 Kukame Holdings (Pty) Ltd does not act as a bank, registered financial institution, or licensed credit provider. Nothing in this Agreement shall be construed as a guarantee, undertaking, or representation by Kukame Holdings (Pty) Ltd that funding will be secured or that any specific Funding Partner will make an offer.

3.3 Kukame Holdings (Pty) Ltd shall maintain the Client's Confidential Information in strict confidence and shall use it solely for the Purpose defined in clause 2.4.

4. HANDLING OF CONFIDENTIAL INFORMATION

The receiving party shall maintain the disclosing party's Confidential Information in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which the receiving party applies to its own Confidential Information, which the receiving party warrants as providing adequate protection against unauthorised disclosure, copying, or use. The receiving party shall ensure that disclosure of such Confidential Information is restricted to those employees, directors, or professional advisors of the receiving party who have a genuine need to know the same for the Purpose. Copies or reproductions shall not be made except to the extent reasonably necessary for the Purpose, and all copies made shall be the property of the disclosing party. All Confidential Information and all copies thereof shall be returned to the disclosing party within thirty (30) days of receipt of a written request from the disclosing party.

5. LIMITATIONS AND WARRANTY

The receiving party shall —

5.1 not divulge the disclosing party's Confidential Information, in whole or in part, to any third party without the prior written consent of the disclosing party;

5.2 use the Confidential Information only for the Purpose; and

5.3 make no commercial use of the Confidential Information or any part thereof without the prior written consent of the disclosing party.

Notwithstanding the foregoing, the receiving party shall be entitled to make any disclosure required by law of the disclosing party's Confidential Information, provided that it gives the disclosing party not less than two (2) business days' notice of such disclosure.

Each party warrants its right to disclose its Confidential Information to the receiving party and to authorise the receiving party to use the same for the Purpose.

6. PROTECTION AGAINST CIRCUMVENTION

6.1 The Client acknowledges that Kukame Holdings (Pty) Ltd will, in the course of fulfilling the Purpose, introduce the Client to one or more Funding Partners from its proprietary network. Such introductions represent commercially valuable business opportunities generated through the professional relationships, expertise, and efforts of Kukame Holdings (Pty) Ltd.

6.2 The Client undertakes that, without the prior written consent of Kukame Holdings (Pty) Ltd, neither it nor any of its officers, directors, employees, agents, subsidiaries, or associates shall, directly or indirectly — (a) contact, approach, negotiate with, or enter into any agreement or transaction with any Funder introduced by Kukame Holdings (Pty) Ltd without the involvement of Kukame Holdings (Pty) Ltd; or (b) attempt to bypass, circumvent, avoid, or otherwise exclude Kukame Holdings (Pty) Ltd from any future dealings with an introduced Funder, whether in relation to the Project or any other project or transaction.

6.3 This obligation shall survive the termination of this Agreement for a period of three (3) years from the date of the initial introduction of the relevant Funder to the Client.

6.4 In the event of a breach of this clause 6, Kukame Holdings (Pty) Ltd shall be entitled to claim, as liquidated damages, a fee equivalent to its standard facilitation fee as would have been applicable to the relevant transaction, without prejudice to any other rights or remedies it may have at law.

6.5 Nothing in this clause shall restrict the Client from independently approaching a Funder with whom it had a pre-existing documented business relationship prior to the date of this Agreement, provided that the Client discloses such pre-existing relationship to Kukame Holdings (Pty) Ltd in writing within five (5) business days of the date of this Agreement.

7. DISCLAIMER

All rights in Confidential Information are reserved by the disclosing party and no rights or obligations other than those expressly recited herein are granted or to be implied from this Agreement. In particular, no licence is hereby granted directly or indirectly under any invention, discovery, patent, copyright, know-how, or other intellectual property right now or in the future held, made, obtained, or licensable by either party. Nothing in this Agreement or its operation shall preclude, impair, or restrict either party from continuing to engage in its business otherwise than in breach of the terms of this Agreement.

8. NOTICES

The parties hereby select the addresses respectively set out in the party details above as their chosen domicilium citandi et executandi at which all notices, legal processes, and other communications must be delivered for the purposes of this Agreement.

Any notice or communication required or permitted to be given in terms of this Agreement will be valid and effective if in writing and delivered by hand or by email to the primary contact email address.

Either party may, by written notice to the other party, change its chosen domicilium to another physical address, provided that the change will become effective on the seventh (7th) day after the receipt of the notice by the addressee.

Any notice delivered by hand to a responsible person during ordinary business hours at a party's chosen domicile will be deemed delivered on the day of delivery.

Any notice sent by email will be deemed, unless the contrary is proved, to have been received within twelve (12) hours of transmission where transmitted during normal business hours, or within twelve (12) hours of the commencement of the first business day after it is transmitted where transmitted outside those business hours.

9. TERMINATION

This Agreement shall continue in force from the date hereof until terminated by mutual written consent or by either party by giving to the other not less than one (1) month's written notice. The provisions of clauses 2, 4, 5, and 6 shall survive any such termination for the periods specified therein, or for a period of three (3) years where no specific period is stated.

10. NON-ASSIGNMENT

This Agreement is personal to the parties and shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other party.

11. ENTIRE AGREEMENT, GOVERNING LAW AND JURISDICTION

This Agreement constitutes the entire agreement and understanding between the parties in respect of Confidential Information and supersedes all previous agreements, understandings, and undertakings in such respect. The interpretation, construction, and effect of this Agreement shall be governed and construed in all respects in accordance with the laws of the Republic of South Africa and the parties hereby submit to the exclusive jurisdiction of the South African Courts.

12. BREACH

12.1 If either party (the "defaulting party") should default in the due performance of any of its obligations under this Agreement and fail to remedy such default within seven (7) days after having been called upon to do so in writing by the aggrieved party, then the aggrieved party may suspend the further performance of its obligations under this Agreement for such period as it may deem appropriate and/or may thereupon or thereafter cancel this Agreement upon written notice to the defaulting party, without prejudice to any of the aggrieved party's rights at law.

12.2 The provisions of clause 12.1 shall not preclude an aggrieved party from applying to court at any time for urgent relief in circumstances where such urgent relief is justified, and in this event the breach notice required under clause 12.1 may be dispensed with.

MUTUAL NON-DISCLOSURE AGREEMENT

[PROJECT NAME]

Kukame Holdings (Pty) Ltd · [Counterparty] · [Date]

SIGNATURES

FOR AND ON BEHALF OF

Kukame Holdings (Pty) Ltd | Reg No. 2021/869272/07			Party A
Signed at (Place):	Wapadrand, Pretoria	Date:	
Signature:		Witness — Signature:	
Full Name:	Louis Buys	Witness — Full Name:	Peter Letsoalo
Capacity:	CEO		

FOR AND ON BEHALF OF

COUNTERPARTY SIGNATURE			Party B
For and on behalf of (Company Name):			
Registration / ID Number:			
Signed at (Place):		Date:	
Signature:		Witness — Signature:	
Full Name:		Witness — Full Name:	
Capacity:			