

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

between

**FORD MOTOR COMPANY SOUTHERN AFRICA (MANUFACTURING) (PTY)
LTD**

and

BIDVEST SERVICES (PTY) LTD T/A BIDVEST PRESTIGE

Registration Number: 2000/011155/07



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1 INTERPRETATION

In this Agreement, clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention, -

- 1.1 an expression which denotes -
 - 1.1.1 any gender, includes the other genders;
 - 1.1.2 a natural person, includes an artificial or juristic person and *vice versa*;
 - 1.1.3 the singular includes the plural and *vice versa*;
- 1.2 the following expressions shall bear the meanings assigned to them below, and cognate expressions bear corresponding meanings -
 - 1.2.1 "**Agreement**" – this document together with all of its annexures (if any), as amended from time to time;
 - 1.2.2 "**Applicable Laws**" - in relation to either Party, includes any and all statutes and subordinate legislation and common law (including relating to the fiduciary duties and obligations of directors), regulations, ordinances and by-laws, circulars, codes of practice, directives, guidance notices, judgments and decisions of any competent authority or any governmental, intergovernmental or supranational agency, body, department or regulatory, self-regulatory or other authority or organisation and other similar provisions, from time to time, compliance with which is mandatory for that Party;
 - 1.2.3 "**Associated Parties**" - in relation to any company, all directors, members, partners, trustees, employees, agents, funders, advisors, consultants and/or representatives of the Receiving Party, any partnership in which such recipient is a partner, any holding or subsidiary company of such company, and any Entity in respect of which such company holds at least 20% of the equity and/or voting rights, and a reference to "**Associated Party**" encompasses a reference to each individually;

- 1.2.4 **"Business Day"** – any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 1.2.5 **"Companies Act"** - the Companies Act, 71 of 2008;
- 1.2.6 **"Confidential Information"** includes, but is not limited to -
- 1.2.6.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional plans, financial models, inventions, long-term plans, research and development data, user or consumer data and profiles and any other information of a confidential nature of Ford in whatever form it may be;
- 1.2.6.2 any information contained in any business or other model, joint venture proposal, test case document, pricing schedule or other document prepared by Ford, whether furnished to Ford or not;
- 1.2.6.3 all computer software, software concepts and specifications of Ford;
- 1.2.6.4 all trade secrets, inventions, technical data, product development data, user or consumer data, research and development data, profiles, designs, formulations and all other information belonging to or in the possession of Ford, and used by it in its business operations;
- 1.2.6.5 knowledge of details and particulars in regards to Ford's suppliers, customers and business associates;
- 1.2.6.6 the disclosure's methods of conducting business, research and design, product development and manufacturing, management, costs and related matters; and
- 1.2.6.7 any other information which relates to the business of Ford which is not readily available in the normal course of business to competitors of Ford, and which may come to the knowledge of the Receiving Party,



- 1.2.6.8 information relating to the Ford Dealers, including but not limited to a Dealer's personal identifiable information and/or such Dealer's employees personal identifiable information,
- and all other information, documentation, material or ideas of Ford, in whatever form and contained on whatever media, whether subject to or protected by common law or statutory laws relating to copyright, patent, trade mark (registered or unregistered) or otherwise, whether belonging to or pertaining to Ford, disclosed or communicated to, or acquired by the Receiving Party;
- 1.2.7 **"Entity"** - includes an association, business, close corporation, company, concern, enterprise, firm, partnership, person, trust, undertaking, voluntary association or similar entity;
- 1.2.8 **"Ford"** – Ford Motor Company Southern Africa (Manufacturing) (Pty) Ltd (registration number 1923/002555/07), a private company duly incorporated in accordance with the laws of the Republic of South Africa;
- 1.2.9 **"Interested"** - interested or concerned, directly or indirectly, in any capacity whatever (including, but not limited to, advisor, agent, consultant, director, employee, financier, manager, member, partner, proprietor, shareholder, trustee);
- 1.2.10 **"Parties"** – collectively, Ford and the Receiving Party, and a reference to **"Parties"** encompasses a reference to each individually;
- 1.2.11 **"Receiving Party"** : BIDVEST SERVICES (PTY) LTD T/A BIDVEST PRESTIGE (registration number 2000/011155/07), a company organised under the laws of the Republic of South Africa, herein represented by Lennox Batchelor, acting in his capacity as a representative of the Receiving Party, he being duly authorised hereto and who warrants his authority hereto;
- 1.2.12 **"Representatives"** - in relation to a juristic person, all of such person's directors, officers, employees, advisers, agents and representatives;



- 1.2.13 **"Signature Date"** - the date of signature of this Agreement by the signatory which signs it last in time;
- 1.3 any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the Signature Date, and as amended or substituted from time to time;
- 1.4 if any provision in a definition is a substantive provision conferring a right or imposing an obligation on either Party then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this Agreement;
- 1.5 where any term is defined within a particular clause other than this clause 1, that term shall bear the meaning ascribed to it in that clause wherever it is used in this Agreement;
- 1.6 where any number of days is to be calculated from a particular day, such number shall be calculated as excluding such particular day and commencing on the next day. If the last day of such number so calculated falls on a day which is not a Business Day, the last day shall be deemed to be the next succeeding day which is a Business Day;
- 1.7 any reference to days (other than a reference to Business Days), months or years shall be a reference to calendar days, months or years, as the case may be;
- 1.8 any term which refers to a South African legal concept or process (for example, without limiting the foregoing, winding-up or curatorship) shall be deemed to include a reference to the equivalent or analogous concept or process in any other jurisdiction in which this Agreement may apply, or to the laws of which either Party may be or become subject;
- 1.9 the terms **"subsidiary"** and the expression **"holding company"** shall bear the respective meanings assigned to them in the Companies Act;
- 1.10 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, and the



rule that words of the same kind will be interpreted the same way (that is, the *eiusdem generis* rule) shall not be applied in the interpretation of such general wording or such specific example/s; and

- 1.11 the terms of this Agreement having been negotiated and drafted for the benefit of all Parties, the rule of construction that a contract will be interpreted against the Party responsible for the drafting and/or preparation thereof, (that is, the *contra proferentem* rule) shall not be applied in the interpretation of this Agreement.

2 INTRODUCTION

- 2.1 Ford, by virtue of its current or potential relationship, discussions, presentations, investigations, negotiations and/or agreements with the Receiving Party will disclose certain Proprietary and Confidential Information to the Receiving Party.
- 2.2 The Parties wish to record their agreement with regard to the non-disclosure of such Confidential Information in writing.

3 NON-DISCLOSURE

- 3.1 The Receiving Party acknowledges that prior to the conclusion of the agreement referred to Clause 2.1 and during the course of the relationship between the Parties, Ford will disclose some or all of its Confidential Information to the Receiving Party and/or its Associated Parties.
- 3.2 Having regard to the disclosure referred to in clause 3.1, the Receiving Party hereby irrevocably agrees and undertakes, in favour of Ford, and in order to protect Ford's proprietary and other interests in and to the Confidential Information, for the duration of this Agreement, not to -
- 3.2.1 use, divulge or disclose, directly or indirectly, to any person or Entity whatsoever, in any form or manner whatsoever, either directly or indirectly, the Confidential Information or any portion thereof that may have been disclosed or communicated to or acquired by the Receiving Party or any of its Associated Parties;

- 3.2.2 use, exploit, permit the use of or in any other manner whatsoever apply the Confidential Information or any portion thereof for its own benefit or for any other purpose whatsoever, other than for the purpose for which it was disclosed and otherwise than in accordance with the provisions of this Agreement; and
- 3.2.3 maintain in secrecy all Confidential Information which may have been disclosed or communicated to, or acquired by, the Receiving Party or any of its Associated Parties.
- 3.3 Notwithstanding the provisions of clause 3.2, the Receiving Party shall be entitled to disclose the Confidential Information to such of its Associated Parties as may strictly be necessary for the purpose for which the Confidential Information was disclosed to it in terms of clause 3.1, provided that the Receiving Party shall take whatever steps are necessary to ensure that such Associated Parties agree to abide by the terms of this Agreement and, if so requested by Ford, each conclude a separate confidentiality and non-disclosure agreement, *mutatis mutandis* on the terms and conditions set out in this Agreement, in favour of Ford, in order to prevent the unauthorised disclosure of the Confidential Information to third parties.
- 3.4 The Receiving Party -
- 3.4.1 undertakes not to adapt, alter, modify or change any of the Confidential Information;
- 3.4.2 acknowledges that -
- 3.4.2.1 the unauthorised disclosure of the Confidential Information, or any portion thereof, to a third party may cause irreparable loss, harm and damage to Ford and, accordingly, the Receiving Party hereby indemnifies and holds Ford harmless against any loss, action, expense, claim, harm or damage, of whatever nature, suffered or sustained by Ford pursuant to a breach by the Receiving Party or any of its Associated Parties of the provisions of this Agreement; and



- 3.4.2.2 neither Ford nor any of its Associated Parties or Representatives made any representation or gave any warranty as to the accuracy or completeness of the Confidential Information divulged to the Receiving Party, and they shall, accordingly, not be liable to the Receiving Party with respect thereto; and
- 3.4.3 shall take all such steps as may be necessary to prevent the Confidential Information falling into the hands of unauthorised third parties.
- 3.5 Any and all documentation or records relating to the Confidential Information (whether recorded electronically or otherwise) which comes into the possession of the Receiving Party or any one or more of its Associated Parties during the existence of this Agreement -
- 3.5.1 shall be deemed to form part of the Confidential Information;
- 3.5.2 shall be deemed to be the property of Ford;
- 3.5.3 shall not be copied, reproduced, published or circulated by the Receiving Party or any Associated Party; and
- 3.5.4 shall be surrendered to Ford on demand, and neither the Receiving Party nor any of its Associated Parties shall retain any copies or a précis thereof, or extracts therefrom.
- 3.6 Any and all information which is acquired by the Receiving Party pursuant to the implementation of this Agreement shall be deemed to be Confidential Information and shall be subject to the provisions contained herein.
- 3.7 The above undertakings relating to confidentiality and non-disclosure shall not apply to any information which -
- 3.7.1 the Receiving Party can demonstrate -
- 3.7.1.1 is already in the public domain or becomes available to the public, otherwise than by the default of the Receiving Party or any of its Associated Parties;



- 3.7.1.2 to have been in its possession at the time of its disclosure hereunder without an obligation of confidence;
- 3.7.1.3 was independently acquired or developed in circumstances that do not amount to a breach of the provisions of this Agreement by the Receiving Party or any of its Associated Parties; or
- 3.7.1.4 was acquired by it independently from a third party acting in good faith, which third party has not previously obtained the Confidential Information directly or indirectly under a confidentiality obligation from Ford; or
- 3.7.2 is disclosed by the Receiving Party to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any Applicable Laws in force from time to time, provided that in such circumstances, the Receiving Party shall give Ford sufficient prior written notice of such request so as to enable Ford to take whatever steps it deems necessary to protect its interests in this regard,

provided that the Receiving Party shall only disclose that portion of the Confidential Information which it is legally required to disclose, and the Receiving Party shall use all reasonable endeavours to protect the confidentiality of such information to the widest extent possible in the circumstances.

- 3.8 In order to protect the Confidential Information, the Receiving Party hereby undertakes -
- 3.8.1 to claim and enforce similar confidentiality undertakings from all its Associated Parties to whom the Confidential Information or any portion thereof has been disclosed; and
- 3.8.2 to preclude unauthorised third parties from having access to the Confidential Information and shall only allow its Associated Parties to come into contact with such Confidential Information.



3.9 The Parties shall -

3.9.1 procure that all their Associated Parties who may have the opportunity of receiving or having access to any of the Confidential Information are aware of, and undertake to uphold, the provisions of this Agreement as if bound hereto; and

3.9.2 use their best endeavours to procure that their Associated Parties will uphold the provisions of this Agreement as if bound hereto, even after the relationship with the Receiving Party has been terminated.

4 **ACKNOWLEDGEMENTS**

The Receiving Party hereby acknowledges that -

4.1 the Confidential Information constitutes a valuable proprietary asset of Ford; and

4.2 Ford is the sole legal and beneficial copyright, trade mark or other owner of all rights in and to the Confidential Information.

5 **SECRECY**

Each Party agrees not to disclose to any third party -

5.1 the existence or content of this Agreement or any information relating to the nature and scope of this Agreement, or to any arrangement or undertaking which the Parties may have made in regard to this Agreement; or

5.2 the fact that the negotiations referred to in clause 2 are taking place, the content or status of such negotiations or any other fact with respect to such negotiations or any arrangement between the Parties made as a result of, or flowing from, such negotiations,

without obtaining the prior written consent of the other Party, unless such disclosure is required to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any Applicable Laws in force from time to time.



6 DURATION

The undertakings stipulated in this Agreement shall bind the Parties with effect from the Signature Date until the third anniversary of the Signature Date, whether or not this Agreement is otherwise terminated, unless otherwise agreed in writing between the Parties.

7 BREACH

Should either Party (the "**Defaulting Party**") breach any term, condition, undertaking or representation contain in this Agreement, and -

- 7.1 should such breach be incapable of being remedied; or
- 7.2 should such breach be capable of being remedied, and should the Defaulting Party fail to remedy such breach within 14 days after receipt of written notice to that effect from the other Party (the "**Non-Defaulting Party**") requiring the breach to be remedied,

then the Non-Defaulting Party shall not be entitled to cancel this Agreement but shall be entitled, without prejudice to its other rights in law, to claim immediate specific performance (or such other equitable relief as may be available to it in law) of all of the Defaulting Party's obligations, whether or not due for performance, without prejudice to the Non-Defaulting Party's rights to claim damages.

8 SEVERABILITY

In the event that any term, condition, covenant, agreement, requirement or provision herein contained shall be held by any court having jurisdiction to be unenforceable, illegal, void or contrary to public policy, such term, condition, covenant, agreement, requirement or provision shall be of no effect whatsoever upon the binding force or effectiveness of any of the other hereof, it being the intention and declaration of the Parties hereto that had they, or either of them known of such unenforceability, illegality, invalidity or that the provision is contrary to public policy, they would have



entered into a contract, containing all the other terms, conditions, covenants set out in this Agreement.

9 DOMICILIUM

9.1 The Parties choose *domicilium citandi et executandi* ("**Domicilium** ") for all purposes arising from or pursuant to this Agreement, as follows -

9.1.1 Ford -
physical: Simon Vermooten Road
Silverton
Pretoria
Facsimile: +27 12 842 3022

For Legal Notices:
Email: legalsa@ford.com

9.1.2 Receiving Party - Physical: 85 EMPIRE ROAD,
PARKTOWN,
JOHANNESBURG, 2193
Email: TENDERS@PRESCLEAN.CO.ZA

9.2 Either Party shall be entitled from time to time, by giving written notice to the other, to vary its physical Domicilium to any other physical address (not being a post office box or *poste restante*) and to vary its facsimile Domicilium to any other facsimile number.

9.3 Any notice given by either Party to the other ("**Addressee**") which is delivered by hand between the hours of 09:00 and 17:00 on any Business Day to the Addressee's physical Domicilium for the time being shall be deemed to have been received by the Addressee at the time of delivery.

9.4 Any notice given by either Party to the other which is successfully transmitted by facsimile to the Addressee's facsimile Domicilium for the time being shall be deemed (unless the contrary is proved by the Addressee) to have been received by the Addressee on the day immediately succeeding the date of successful transmission thereof.



9.5 This clause 9 shall not operate so as to invalidate the giving or receipt of any notice which is actually received by the Addressee other than by a method referred to in this clause 9.

9.6 Any notice in terms of or in connection with this Agreement shall be valid and effective only if in writing and if received, or deemed to be received, by the Addressee.

10 GOVERNING LAW

This Agreement (including its validity, existence and implementation, the interpretation and application of its provisions, the respective rights and obligations of the Parties in terms of, and arising out of, the conclusion and breach of the provisions of this Agreement) shall be interpreted and governed by the Applicable Laws of the Republic of South Africa.

11 GENERAL

11.1 This Agreement constitutes the sole record of the agreement between the Parties in relation to the subject matter hereof. Neither Party shall be bound by any express, tacit or implied term, representation, warranty, promise or the like not recorded herein. This Agreement supersedes and replaces all prior commitments, undertakings or representations, whether oral or written; between the Parties in respect of the subject matter hereof.

11.2 No addition to, variation, novation or agreed cancellation of any provision of this Agreement shall be binding upon the Parties unless reduced to writing and signed by or on behalf of both the Parties.

11.3 No indulgence or extension of time which either Party (the "**Grantor**") may grant to the other shall constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the Grantor in terms hereof, save in the event and to the extent that the Grantor has signed a written document expressly waiving or limiting such right.



11.4 Without prejudice to any other provision of this Agreement, any successor-in-title, including any executor, heir, liquidator, judicial manager, business rescue practitioner, curator or trustee, of either Party, shall be bound by this Agreement.

11.5 The signature by either Party of a counterpart of this Agreement shall be as effective as if that Party had signed the same document as the other Party.

12 SIGNATURE

Signed at _____ on _____ 2022
for Ford Motor Company Southern Africa
(Manufacturing) (Pty) Ltd

who warrants that he is duly
authorised hereto

Signed at _____ on _____ 2022
for Ford Motor Company Southern Africa
(Manufacturing) (Pty) Ltd

who warrants that he is duly
authorised hereto

Signed at PARKTOWN

on 24 March 2025
for Receiving Party BIDVEST SERVICES (PTY) LTD T/A
BIDVEST PRESTIGE

who warrants that he is duly
authorised hereto