



Non-Disclosure and Non-Circumvention Agreement (NDNCA)

Reference:



ASGI/NCNDA/07/C

This Non-Disclosure Agreement (the "Agreement") is hereby made and entered into by and between Andro Secure Group Ltd., and _____ for the purpose of preventing the unauthorised disclosure of Confidential Information as defined below.

Both Parties of this Agreement consider the disclosure of certain Confidential Information (as defined below) to the other to be necessary and desirable for the purpose of investment (hereinafter, the "Purpose"). Nothing contained in this Agreement shall be construed, by implication or otherwise, as to oblige either Party to enter into any further negotiation or any other agreement relating to the Confidential Information or the Arrangement.

Such Confidential Information is not public knowledge, but it is proprietary and/or confidential and is being disclosed by each Party to the other Party only under the terms and conditions of this Agreement.

Now therefore, the Parties, mutually acknowledging their sufficient legal capacity to enter into and be bound by this Non-Disclosure Agreement,

THE PARTIES HERETO AGREE AS FOLLOWS:

Definition of Confidential Information

Article 1

1. For the purpose of this Agreement, "Confidential Information" shall mean any non-public information that: is disclosed by the party which discloses such information ("Disclosing Party") to the party which receives such information ("Receiving Party") pursuant to this Agreement, which is disclosed orally, electronically, visually or is included in materials (including but not limited to documents or other tangible entity such as electronic media in which electrical data is stored and e-mail) and which is by nature confidential or is identified confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party;
2. For avoidance of doubt, Confidential Information includes, without limitation, any business, commercial, scientific or technical information that Disclosing Party discloses to the Receiving Party, including but not limited to, technical data, know-how, trade

secrets, ideas, inventions, concepts, business plans, new products, results or other knowledge on biochar production systems, agreements, projects, documents, mechanical or electronic designs, logos, new technologies, planes, drawings, designs, instructions, recommendations and any other information of any nature regarding each Party and its activity, and any other information received from others that the Disclosing Party is obligated to treat as confidential.

3. Notwithstanding the provisions in the preceding paragraph, Confidential Information shall not include any information which can be objectively proved to fall into one or more of the following items by the Receiving Party:
 - a. information which was already known to or in possession of the Receiving Party prior to the time of the disclosure by the Disclosing Party to the Receiving Party as evidenced by the Receiving Party's contemporaneously written records;
 - b. information which was already known or available to the public prior to the time of the disclosure by the Disclosing Party to the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party;
 - c. information which is or subsequently becomes known or available to the public other than through the fault or negligence of the Receiving Party after the disclosure by the Disclosing Party to the Receiving Party;
 - d. information which was obtained by the Receiving Party from a third party other than the Disclosing Party, which was disclosed to the Receiving Party without the third party's breach of any obligation owed to the Disclosing Party;
 - e. information which is independently developed by the Receiving Party without reference to or reliance upon the Confidential Information received from the Disclosing Party or from a third party as evidenced by the Receiving Party's contemporaneously written records.; or
 - f. information with respect to which the Receiving Party obtained prior consent of the Disclosing Party that such information is not subject to the confidentiality obligation hereunder.

Confidentiality

Article 2

1. Unless otherwise expressly provided herein, the Receiving Party shall strictly maintain the secrecy of any Confidential Information and shall not disclose any and all Confidential Information of the Disclosing Party to any third party.
2. Pursuant to the preceding paragraph, the content and the fact of execution of this Agreement shall be kept confidential.

3. Should any of the Parties be interested in using any information regarding this Agreement, whether in total or in part, to any other third party, both Parties shall have to reach an agreement prior to any disclosure of such information establishing the terms and conditions of the disclosure of any such information.
4. Except with the prior written consent of the Disclosing Party, the Receiving Party shall not use any confidential Information for any other purposes than evaluating mutual business opportunities related to the Purpose.
5. If the Receiving Party is required or ordered to disclose any Confidential Information of the Disclosing Party pursuant to the applicable law and regulation, the Receiving Party shall take all possible measures to limit such disclosure and make best efforts to afford the Confidential Information of the Disclosing Party the highest level of protection. In this event, the Receiving Party shall notify the Disclosing Party of such disclosure as early in advance as possible so that the Disclosing Party shall have an opportunity to take necessary measures to limit such disclosure.

Non-Circumvention

Article 3

1. The Receiving Party undertakes that it shall not, except with the express prior written approval of the Disclosing Party, directly or indirectly:
 - a. pursue or become involved in any transaction, financing arrangement, issue of a letter of credit or other financial instrument (collectively a "Project") or Substitute Project in which the Disclosing Party is involved, either as an adviser or as a principal, which has been disclosed to it by the Disclosing Party;
 - b. induce, solicit, procure or otherwise encourage any third party to pursue any Project or Substitute Project;
 - c. seek, encourage or respond to any approach from any third party to pursue a Project or Substitute Project; or
 - d. make contact, directly or through a third party, with any party involved in a Project or Substitute Project, whether by telephone, email, or any other means of communication.
2. The Receiving Party shall procure that its officers, employees, agents, advisers and other representatives, and each member of its Group and their respective officers, employees, agents, advisers and other representatives, comply with as if they were the Receiving Party.
3. For the purposes of this Article 3, **Substitute Project** shall mean any project involving the same parties or the same or substantially similar resources, technology, financial instrument or commercial transaction as the Project.

4. This Article 3 shall survive termination of this Agreement.

Management of Confidential Information and Obligations

Article 4

1. The Receiving Party may disclose Confidential Information only to the Receiving Party's directors, officers, employees, financial advisors or legal advisors ("Representatives") who need to know such Confidential Information in order to fulfil their professional duties to the Receiving Party..
2. The Receiving Party shall, as an administrator of Confidential Information, take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but not less than reasonable case, to maintain the secrecy of the Confidential Information of the Disclosing Party.
3. On the occasion of disclosing Confidential Information to its Representatives, the Receiving Party shall indicate and disseminate to the Representatives that the secrecy of the Confidential Information disclosed to them should be strictly confidential. The Receiving Party shall also impose on its Representatives the equivalent obligation as provided herein with respect to the Confidential Information and shall fully direct and supervise them to ensure their compliance with such obligation. Notwithstanding the above, the Receiving Party shall remain liable for the compliance of the terms and conditions of this Agreement by its Representatives.
4. In the event that Representatives leave the Receiving Party due to causes such as retirement, redundancy, or employment elsewhere, the Receiving Party shall use its best endeavours to ensure that such Representatives, even after leaving, continue to comply with the confidentiality obligation regarding the Confidential Information obtained under this Agreement.
5. The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of the Confidential Information or any other breach of this Agreement by the Representatives, and shall take necessary measures for recovery or correction such as collection of the materials which contain the Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure of the Confidential Information or any other breach of this Agreement.
6. In the event of the preceding paragraph, the Receiving Party shall cooperate with the Disclosing Party in every reasonable way to protect Confidential Information of the Disclosing Party, and the Receiving Party shall, at the request of the Disclosing Party, cooperate with the Disclosing Party to the reasonable extent pursuant to the Disclosing Party's request.
7. In the event Representatives of the Receiving Party make unauthorized use or disclosure of any Confidential Information during office, the Receiving Party shall undertake the full responsibility for such unauthorized use or disclosure.

Restriction of Reproduction

Article 5

1. The Receiving Party shall not reproduce or summarize any Confidential Information, in whole or in part, nor reverse engineer or copy the design, samples or prototypes, or any components thereof, of any Confidential Information for any purpose except with prior written consent of the Disclosing Party; or as otherwise agreed between the parties hereto.
2. Any materials reproduced and summarized by the Receiving Party which contains Confidential Information shall be handled in the equivalent manner in which Confidential Information is handled.

Ownership of Confidential Information

Article 6

1. All Confidential Information is and shall remain the property of the Disclosing Party, and the Disclosing Party may use such Confidential Information for any purpose without obligation to Receiving Party.
2. Neither the execution of this Agreement nor the furnishing of any Confidential Information hereunder shall be construed as an assignment or transmission, either expressly or by implication, of any intellectual and/or industrial property right now or hereafter owned by or controlled by the Disclosing Party.

Liabilities for Defect Warranty of Confidential Information

Article 7

1. Even if Confidential Information is defective or any damages are arising from the use or inability to use of Confidential Information, the Disclosing Party shall not be liable for any damages whatsoever (including but not limited to special, incidental or consequential damages or loss of profit) arising from any defect or the use or inability to use of Confidential Information, and shall not make any express or implied warranty thereof to the Receiving Party of any kind including any warranty as to merchantability, fitness for a particular purpose, accuracy, completeness or violation of third party intellectual property rights.

Management of Intellectual Property Rights

Article 8

1. In the event that the Disclosing Party discloses Confidential Information to the Receiving Party, unless otherwise agreed in writing between the parties hereto, the Disclosing Party does not grant any express or implied right to the Receiving Party to or under any patents, model utility rights, design rights, trademarks, copyrights, trade

secrets and other intellectual property rights (collectively, "Intellectual Property Rights"). The Disclosing Party reserves its rights under Intellectual Property Rights.

2. If any invention, artifice, design, copyrighted work or other creation is made by the Receiving Party based upon the Confidential Information, the Receiving Party shall immediately notify the Disclosing Party, and the parties hereto shall determine the attribution and handling of the rights including Intellectual Property Rights through mutual consultation.
3. In the case of breach of this obligation by the Receiving Party, it shall be obliged to assign, transfer, and convey to the Disclosing Party, or its designees, all of Receiving Party's worldwide right, title, and interest in and to any and all inventions, discoveries, developments, concepts, improvements, trade secrets, techniques, technology, processes and know-how, whether or not patentable, which Receiving Party may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, which results, to any extent, from access or use of the Disclosing Party's Confidential Information. For clarity, such notice or assignment will not remedy any breach of this Agreement resulting from such unauthorized release, access or use.

Return of Materials Including Confidential Information

Article 9

1. The Disclosing Party may, even prior to the termination of this Agreement, with or without cause upon fourteen (14) days prior written notice to the Receiving Party, request the Receiving Party to return or destroy any part and all of (i) the materials; (ii) the written notices set forth in Item (ii) of Paragraph 1 of Article 1; and (iii) the reproductions and summaries of (i) and (ii), which contain the Confidential Information of the Disclosing Party, according to the instruction by the Disclosing Party.
2. The Receiving Party shall, upon termination of this Agreement due to expiration or cancellation, immediately return to the Disclosing Party or destroy all of (i) the materials; (ii) the written notices set forth in Item (ii) of Paragraph 1 of Article 1; and (iii) the reproductions and summaries of (i) and (ii), which contain Confidential Information of the Disclosing Party, according to the instruction by the Disclosing Party.

Damages

Article 10

1. The Receiving Party shall be liable to the Disclosing Party for any direct or indirect damage resulting from unauthorized use or disclosure of the Confidential Information or breach of this Agreement through the fault or negligence of the Receiving Party and shall undertake responsibility in accordance with this Agreement and the applicable law and regulation.

2. The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

Term of Agreement

Article 11

1. This Agreement shall be in full force and effect for one (1) year commencing from the conclusion date as indicated at the end of this Agreement ("Effective Date").
2. Notwithstanding the provisions in the preceding paragraph and Article 11, the referred term, this Agreement shall remain in full force and effect indefinitely for as long as Confidential Information is secret and confidential.

Termination

Article 12

1. Either party may terminate, in whole or in part, this Agreement if:
 - a. the other party breaches any provision of this Agreement or any equivalent obligation provided herein;
 - b. the other party fails, or is reasonably considered likely to fail, to comply with this Agreement or equivalent obligations without reasonable cause;
 - c. the other party dishonours its draft or check or becomes subject to bank suspension;
 - d. the other party becomes subject to provisional attachment, provisional disposition, or forcible execution by any third party;
 - e. the other party becomes involved in, or subject to, bankruptcy, corporate consolidation under the Commercial Code, civil rehabilitation, or corporate reorganization proceedings;
 - f. the other party passes a resolution for dissolution, transfer of business, or merger;
 - g. the other party transfers its shares or assets in a manner that affects or is reasonably considered likely to affect control of the other party; or
 - h. the financial situation of the other party significantly deteriorates or is reasonably considered likely to significantly deteriorate.
2. The party subject to one or more of the above conditions shall notify the other party immediately upon the occurrence of such condition(s).

Entire Agreement

Article 13

1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be modified only with a prior written consent of both parties and supersedes all previous agreements between the parties regarding the subject matters hereof made and entered into prior to the Effective Date of this Agreement.
2. None of the right under any provisions of this Agreement shall be considered to have been waived by any act or acquiescence on the part of each party, its representative or Employees without a written certificate signed by an authorized representative of either party. Even if any of the rights under any provision hereof is duly waived, such waiver shall not constitute any further waiver of any other rights under any provision hereof.

Assignment

Article 14

1. Neither party may assign, transfer, pledge or encumber this Agreement or any of its rights and obligations hereunder, in whole or in part, whether through transfer of shares or assets, transfer of business, merger or any other way, to any third party without prior written consent of the other party.
2. Neither party shall be immune from its obligations under this Agreement even if either party, with a prior written consent of the other party as provided in the preceding paragraph, assigns, transfers, pledges or encumbers this Agreement or its rights and obligations hereunder, in whole or in part, to any third party.

Governing Law

Article 15

1. This Agreement shall be construed and governed by the laws of England and Wales.
2. The parties choose the courts in England and Wales as having exclusive jurisdiction over the parties and the subject matter of this agreement and the sole proper forum for the adjudication of any dispute arising hereunder.
3. The laws of England and Wales shall be applicable law governing the construction, performance, interpretation, execution, enforceability, validity and any other such matter regarding this document.

Jurisdiction

Article 16

1. All disputes arising out of or in connection with this Agreement shall, wherever possible and in the first instance, be settled under the Rules of Arbitration of the London Court of International Arbitration by one or more arbitrators appointed and agreed by both Parties in accordance with the said rules.
2. The language of arbitration shall be English.
3. The authorised signatories of this Agreement are required to be present at any arbitration proceedings, either in person or by a remote meeting facility such as Microsoft Teams, Zoom or Google Meet.

Severability

Article 17

Even if any of the provisions of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

Counterparts

Article 18

This Agreement may be executed (electronically or otherwise) in one or more counterparts, each of which shall be deemed an original but all of which shall be considered one and the same document. Electronic, facsimile or PDF image signatures shall be treated as original signatures.

Both Parties agree to sign this Agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of their respective intentions to be bound by this Agreement] as if signed by the manuscript signature of each Party's authorised representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate, and each party shall keep one of the originals.

Company:
Sign:

Company: Andro Secure Group Ltd.
Sign:

Date:
Name:

Date:
Name: Christiaan Rabie
Title: Managing Director