

Annexure A

(informative)

Eskom Information Security Non-Disclosure Agreement

NON DISCLOSURE AGREEMENT

between

ESKOM

(Referred to hereinafter as "the Discloser");

and

PLEASE INSERT COMPANY NAME HERE

(Referred to hereinafter as "the Recipient").

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|---|--|----------------------------|------------------------|------------|----------|--|
|  | Eskom Information Security Non-Disclosure Agreement | Document Identifier | 240-51932472 | Rev | 2 | |
| | | Effective Date | 1 January 2023 | | | |
| | | Review Date | 31 January 2025 | | | |

WHEREAS

The Discloser is to make available to the Recipient the Confidential Information; the Confidential Information disclosed by the Discloser to the Recipient for the purposes referred to in A.1.3, will be kept confidential by the Recipient, its affiliates, directors, employees, representatives, agents and consultants.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

A.1 FOR THE PURPOSES OF THIS AGREEMENT:

A.1.1 An "affiliate" means, with respect to a party;

- a company which controls directly or indirectly, the party in question;
- a company which is controlled directly or indirectly by such party; or
- a company which is controlled directly or indirectly by a third company which also controlled directly or indirectly such party;

A.1.2 "Confidential Information" shall mean all information, data and other material both written or unwritten, relating to the Discloser and its affiliates, their interests, business and activities, including, but not limited to the Project, which may be disclosed by the Discloser to the Recipient before or after the date hereof, excluding any information,

A.1.2.1 which as known to the Recipient prior to disclosure in terms hereof; and/or

A.1.2.2 which is, or becomes, public knowledge through no breach of the Recipient of the obligations as to confidentiality, or secrecy herein; and/or

A.1.2.3 which comes to the knowledge of the Recipient as result of disclosure by a third party which has the right to make such disclosure.

In any dispute as to whether any information is confidential and forms Confidential Information for the purposes hereof, the onus will be on the party to whom the disclosure has been made in terms hereof to prove that such information is not Confidential Information as provided for herein;

A.1.3 "the Project" means:

Please insert project scope and definition, generally taken from the NEC or PSC contracts services document.

A.1.4 "the parties" means the Recipient and the Discloser.

A.2 The Recipient acknowledges that the Confidential Information to be acquired by it is of significant value to the Discloser and competitors of the Discloser, accordingly that it is of the utmost importance to the Discloser that the Confidential Information remains confidential and is not used by any person to advance the interest of any persons other than specifically provided herein.

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The Recipient acknowledges that disclosure of the Confidential Information to persons other than persons to whom disclosure is permitted in terms hereof can prejudice the Discloser's operations and business.

The parties have accordingly agreed to bind themselves to this agreement on the terms and conditions set out herein.

A.3 By virtue of the Disclosure by the Discloser to the Recipient of the Confidential Information, the Recipient has become, and will become possessed of and have access to certain of the Discloser's trade secrets and Confidential Information and accordingly the Recipient undertakes in favour of the Discloser that:

- it shall; and
- it shall procure and ensure that its affiliates, directors, employees, agents, consultants and representatives shall:

keep secret and confidential and shall not disclose to any person (other than to its professional advisers, or as required by law, by any court, or pursuant to any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require such disclosure), any Confidential Information that it may acquire as a result of such disclosure and its participation in and/or association with the Project, and shall not disclose any such information for its own benefit, unless such information comes to the public domain otherwise than as a result of a breach by the Recipient of its obligation in terms of this agreement, or by any of its representatives of the obligations required to be imposed on them in terms of this agreement.

A.4 Furthermore, the Recipient shall not and shall procure that its affiliates, directors, employees, consultants and representatives shall not disclose to any person (save to its professional advisers) the fact that the Discloser has approached the Recipient in regard to the Project, or that discussions or negotiations are taking place between the parties, save with the written consent of the Discloser and to the extent required by relevant legislation or stock exchange disclosure obligations.

A.5 The Recipient undertakes to ensure that disclosure of the Confidential Information is made to its affiliates, directors, employees, agents, consultant and representatives only in respect of so much of the Confidential Information it receives from the Discloser as may be strictly necessary for the purposes of assessing the Project.

A.6 If required by the Discloser in writing, each representative of the Recipient shall, before being permitted to participate in the Project, bind himself to the obligations as to confidentiality and secrecy undertaken in terms hereof in a manner acceptable to the Discloser and the Recipient shall procure and ensure that such employees, directors, agents, representatives and consultants that are given access to the Confidential Information abide by the provisions of this agreement.

A.7 The Recipient shall within 14 (fourteen) days of receipt of written demand therefore, redeliver to the relevant Discloser any and all documents or other materials containing Confidential Information and expunge or procure the expurgation of all Confidential

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Information from all computer and other devices containing Confidential Information, including any and all copies or reproductions thereof.

A.8 This agreement and confidentiality undertakings contained herein shall continue for as long as the Confidential Information disclosed to the Recipient remains Confidential Information in terms hereof.

A.9 In view of the difficulty of placing a monetary value on the Confidential Information covered by this agreement, the Discloser shall be entitled to relief by way of interdict as well as any other way of relief appropriate under the circumstances, in any court of competent jurisdiction, in the event of any breach or threatened breach of this agreement. Nothing contained herein shall be construed as a limitations on, or waiver of, any common law rights which the Discloser may have to the protection and knowledge of the Confidential Information.

A.10 No representation or warranties are given by the Discloser and/or its affiliates regarding the accuracy of any information made available pursuant to this agreement, and the Discloser hereby expressly disclaims any and all liability to the Recipient or any of its affiliates, directors, employees, agents, consultants or representatives for any damage resulting from the use of or reliance on the Confidential Information.

A.11 This agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and no terms or provisions of this agreement shall be varied or modified by any prior or subsequent statement, conduct or act by any of the parties except that hereafter the parties may amend this agreement by written instruments specifically referred to and executed in the same manner as this agreement, which instrument must be signed by the duly authorised representatives of the parties.

A.12 The interpretation, implementation, enforcement and termination of this agreement will be governed in accordance with the laws of the Republic of South Africa, which shall, for the purposes of this agreement be the governing law of this agreement. The parties agree and consent to the Republic of South Africa being the sole jurisdiction for the interpretation, implementation and termination of this agreement.

Signatures on behalf of Eskom:

Signed at _____ on this _____ day of _____ 20 _____
in the presence of the undersigned witnesses, who have signed their names in my presence and in the presence of each other.

Full Name: _____ Signature: _____

As Witnesses: 1. Full Name _____ Signature: _____

2. Full Name _____ Signature: _____

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Signatures on behalf of "the Recipient" – Company Name: _____

Signed at _____ on this _____ day of _____ 20 _____
in the presence of the undersigned witnesses, who have signed their names in my presence and in the presence of each other.

Full Name: _____ Signature: _____

As Witnesses: 1. Full Name _____ Signature: _____

2. Full Name _____ Signature: _____

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