

## NON-DISCLOSURE AGREEMENT

### NON DISCLOSURE FOR Tamarisk Control at Bafokeng Royal Platinum Mine (Tailings Dam)

Entered into by and between

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("The Participant")

Registration Number 

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AND

Fraser Alexander (PTY) Limited

("The Company")

#### Fraser Alexander (Pty) Ltd

Tel: +27 (0)11 929 3600

Building 10, Greenstone Hill Office Park,  
24 Emerald Boulevard, Modderfontein, Edenvale, RSA

PO Box 14700, Witfield 1467, RSA

#### Directors:

RA Manning | N Makhoba  
N Ramaphakela | KD Scott | JA Wates

Reg. No. 2005/028043/07



## CONFIDENTIALITY AND NON DISCLOSURE UNDERTAKING WHEREAS IT IS ACKNOWLEDGED THAT

1. The Company, including any affiliated company of the Company, is prepared to make disclosure of sensitive and confidential information set out in clause 2 below ("the Confidential Information") to the Participant, provided the Participant agrees to protect the confidentiality thereof.
2. Confidential Information shall mean the Tamarisk Control at Bafokeng Royal Platinum Mine (Tailings Dam)
3. The Participant hereby enters into confidentiality and non-disclosure undertaking with the Company regulating the confidentiality of the Confidential Information in terms of which all parties associated with the Participant which may become privy to such Confidential Information, must abide by the confidentiality and non-disclosure undertaking in the form set out below ("confidentiality and non-disclosure undertaking").
4. I, \_\_\_\_\_ THE UNDERSIGNED, HEREBY UNDERTAKE THAT:
5. I shall not, without the prior written consent of the Company, publish or disclose in any way whatsoever nor make commercial use of any Confidential Information including but not limited to any data, records, assays, maps, geological information, exploration results, professional secrets, technology, methods and costs of operation, trade secrets, designs, know-how, projections, feasibility studies or any other information of any kind whatsoever disclosed by the Company, orally or in writing.
6. All information, as well as all results and assessments emanating from the aforementioned disclosure shall be treated as confidential by me /us, and shall not, without the prior written consent of the Company be disclosed to any third party (i.e. any party other than the Participant and its affiliates) whatsoever by me /us.
7. I undertake to keep the Confidential Information and technical information, documents, drawings, specifications, files and all other material of a secret or confidential nature relating to the activities and/or operations of the Company and its associated companies which may come into my / our



possession relating to the project, in a safe place and to destroy or return same on demand by the Company.

8. I shall not, without the prior written consent of the Company, make any public announcement or disclosure with regard to the Confidential Information.
9. This confidentiality and non-disclosure undertaking shall commence on the date of signature hereof and shall, subject to the terms hereof, endure for an indefinite period.

#### EXCLUSIONS

1. Without prejudice to any obligations imposed on and assumed by the Participant under or pursuant to any National or Provincial legislation, the obligations contained herein shall not apply to any Confidential Information which the Participant can show: -
  - 1.1. That at the time of disclosure to the Participant, such information was within the public domain and could be obtained by any person with more than reasonable diligence;
  - 1.2. That at the time of disclosure, such information was already within the possession of the Participant, or it has been independently developed by the Participant;
  - 1.3. That the information was disclosed with the written approval of the Company;
  - 1.4. That the information was disclosed to any holding company or subsidiary company of the Participant;
  - 1.5. That the information was disclosed to any public or private financing agency or institution of the Participant.



2. Should the Participant be requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation demand or similar process) to disclose any Confidential Information to any third party, the Participant shall immediately notify the Company thereof in order that the Company may seek an appropriate protective order or waive compliance with the provisions of this confidentiality and nondisclosure undertaking, or consent thereto and the Company undertakes that its consent shall not be unreasonably withheld.

**SIGNED by** \_\_\_\_\_ **in his/her capacity as**  
\_\_\_\_\_ **on this the** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_ **being duly**  
**authorized thereto on behalf of the Participant, in the presence of the undersigned**

**Witnesses:**

**On behalf of the Participant** \_\_\_\_\_

**Witness 1** \_\_\_\_\_

