

**TIGER BRANDS**



3010 William Nicol Drive, Bryanston Tel: +27(11) 840-4000 Fax: +27(11) 514-0084

PO Box 78056, Sandton 2146, Republic of South Africa

Date: \_\_\_\_\_

***Private and confidential***

Company: \_\_\_\_\_

Tiger VC Fund Reference No:

By email: \_\_\_\_\_

Dear \_\_\_\_\_

**TIGER BRANDS VENTURE CAPITAL FUND – PRE-DISCLOSURE DISCLAIMER AND ACKNOWLEDGEMENT**

1. Thank you for your indication of interest.
2. We are pleased to confirm that Tiger Brands Venture Capital Fund is willing to engage with you in respect of a venture capital fund investment opportunity on the conditions set out in this letter and the attached Participant Details Form (0) and Acknowledgement and Disclaimer Form (0) (together the "**Engagement Document**").
3. In this Engagement Document, we will refer to you as the "Entrepreneur" for ease of reference and "**Tiger VCF**" shall mean Tiger Brands Venture Capital Fund, established by Tiger Brands Limited ("**Tiger Brands**").
4. Please study the Document carefully. If you remain comfortable to engage with Tiger VCF on the conditions set out in the Engagement Document, then we will make contact with you in order to facilitate a further discussion once we receive a completed and signed copy of the Engagement Document from you.

**TIGER CONSUMER BRANDS LIMITED** Registration No. 1972/006590/06

Directors: N P Doyle (Chief Executive Officer), N J Ralebepa, D S Sita

Company Secretary: J K Monaisa

5. In an engagement of this nature it is important that you:
  - a. understand the nature of confidential disclosures; and
  - b. have a proper understanding of intellectual property rights and the proprietorship thereof.
6. To this end, Tiger VCF encourages you to seek independent legal advice. The cost thereof will be for your own cost.
7. Please return the completed and signed and sent to [Venture.Capital@Tigerbrands.com](mailto:Venture.Capital@Tigerbrands.com).
8. DO NOT DISCLOSE YOUR "PROPOSAL" OR "IDEA" IN THIS ENGAGEMENT DOCUMENT, OR TO ANY TIGER VCF OR TIGER BRANDS REPRESENTATIVE PRIOR TO YOUR SIGNATURE OF THE DOCUMENT. SHOULD YOU FAIL TO SIGN THE ENGAGEMENT DOCUMENT AND DISCLOSE YOUR PROPOSAL, IDEA OR INVENTION TO ANY REPRESENTATIVE OF TIGER VCF WHATSOEVER, YOU SHALL BE DEEMED TO HAVE DONE SO IN TERMS OF THE ENGAGEMENT DOCUMENT.
9. Unfortunately, we will not be able to engage with you further until we receive a completed and fully signed version of the Engagement Document.

Yours faithfully

**Per: Barati Mahloele**  
**Tiger Brands Venture Capital Fund**

**Annexure A - ENTREPRENEUR DETAILS**

No	Details	Details to be provided	
1.	<b>Entrepreneur Contact Information</b>	<i>Full Names</i>	
		<i>ID Number/Registration Number</i>	
		<i>Physical Address</i>	
		<i>Telephone Number</i>	
		<i>Mobile number</i>	
		<i>Email address</i>	
	<b>Date of approach</b>		
	<b>Title of disclosure</b>	<i>(please do not share your proposal / idea / concept at this stage)</i>	
	<b>Legal representative</b>	<i>Name of law firm</i>	
		<i>Contact person</i>	
		<i>Email address</i>	
	<b>Category/Segment of Interest</b>		

*By signing below, you acknowledge that you have read and understood each part of this Engagement Document and that you consider the terms of this Engagement Document to be binding on you.*

Full Name: \_\_\_\_\_

ID Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Annexure B - ACKNOWLEDGEMENT AND DISCLAIMER**

Please read each statement below carefully and initial in the area provided to acknowledge your understanding and / or agreement with the statement and the Tiger VCF position on the matter. Insofar as any provision of this Engagement Document may be in conflict with a provision of another agreement between you and Tiger VCF and/or Tiger Brands relating to this disclosure, this Engagement Document shall exclusively apply and take precedence. Please note that these terms will remain valid and binding until you are released from your obligations hereunder by Tiger VCF in writing.

NO	STATEMENT	ACKNOWLEDGEMENT OF UNDERSTANDING
<i>APPROACH FOR VC FUNDING</i>		
1.	You acknowledge that you initiated contact with Tiger VCF in order to disclose your proposal / idea / invention / business plan and that such approach was as a result of the publicity around the Tiger Venture Capital funding available to entrepreneurs either directly or indirectly linked to the food and beverages sector.	_____ <i>Entrepreneur initial</i>
	You acknowledge your understanding that the Tiger Brands Group is constantly in the process of improving, refining, researching, developing and considering new products, services, business processes, business areas, route to market and customer engagement strategies in the food and beverages sector. Tiger Brands has its own dedicated business development, as well as research and development and food technology teams dedicated to these functions, including working with industry partners as external advisors. It is a condition of Tiger Brands' engagement with you that you acknowledge that none of these ongoing efforts will be affected or influenced as a results of Tiger Brands' engagement with you or the information shared during such engagement.	_____ <i>Entrepreneur initial</i>
	By agreeing to meet with you and providing you with an opportunity to share your proposal, idea or concept, Tiger VCF and/or Tiger Brands make no agreement and provide no undertaking whatsoever to take the matter any further, and no obligation is placed on Tiger Brands and/or Tiger VCF to engage with you any further on any level or to provide feedback on an initial engagement.	_____ <i>Entrepreneur initial</i>
	Any correspondence from Tiger VCF and/or Tiger Brands shall only be valid and binding if it originates from and is signed, electronically or otherwise, by a Tiger VCF employee who is specifically authorised to bind Tiger VCF. The responsibility to verify the binding nature of any correspondence remains yours.	_____ <i>Entrepreneur initial</i>
<i>CONFIDENTIALITY</i>		
	You acknowledge your understanding that in the course of any discussions and in any future interactions between you and Tiger VCF, confidential information may reciprocally be shared. You hereby provide Tiger VCF with an unconditional undertaking to maintain the secrecy of any Tiger VCF and the Tiger Brands Group confidential information which, for clarity, will include:	_____ <i>Entrepreneur initial</i>

NO	STATEMENT	ACKNOWLEDGEMENT OF UNDERSTANDING
	<ul style="list-style-type: none"> <li>• the terms of this Engagement Document; and</li> <li>• the existence of these discussions.</li> </ul>	
	<p>You acknowledge your understanding that the information which you share with Tiger VCF constitutes your confidential or proprietary information. General exclusions may for instance include information which:</p> <ul style="list-style-type: none"> <li>• is or becomes generally available to the public;</li> <li>• has lawfully become known by or come into the possession of Tiger VCF and/or the Tiger Brands Group on a non-confidential basis from another source; or</li> <li>• is already known by Tiger VCF and/or the Tiger Brands Group.</li> </ul>	<p>_____</p> <p><i>Entrepreneur initial</i></p>
	<p>You confirm your understanding that these confidentiality obligations extend to social media interaction and that, in addition to potential legal consequences, it would be commercially irresponsible for you or Tiger VCF to disclose the existence, nature or content of these discussions on any social media platform.</p>	<p>_____</p> <p><i>Entrepreneur initial</i></p>
	<p>You confirm your understanding that, should these discussions proceed to a next round, Tiger VCF may reasonably request that you complete a comprehensive confidentiality and non-disclosure agreement (“NDA”). You agree to provide reasonable assistance, and to participate and negotiate in good faith to have such an NDA put in place.</p>	<p>_____</p> <p><i>Entrepreneur initial</i></p>
	<p>You confirm that you have had an opportunity, at your own cost, to consult with your own lawyer or legal advisor to take advice on the necessity to protect your own disclosures under a suitable NDA and you confirm that it would not be reasonable or appropriate to expect Tiger VCF to provide you with such a document at this stage of the engagement.</p>	<p>_____</p> <p><i>Entrepreneur initial</i></p>
<b>INTELLECTUAL PROPERTY RIGHTS</b>		
	<p>You confirm your understanding of the concept that “there are no rights in ideas” and, unless your disclosure is protected by an acknowledged and / or statutory form of intellectual property rights in South Africa, the idea or concept may not be protectable. Forms of intellectual property rights you may wish to consider include, for instance: patents, registered designs, trademarks, and copyright.</p>	<p>_____</p> <p><i>Entrepreneur initial</i></p>
	<p>You confirm that you have had an opportunity, at your own cost, to approach an intellectual property professional to discuss your protection options in your disclosure / idea or concept.</p>	<p>_____</p> <p><i>Entrepreneur initial</i></p>
	<p>While you are not expected to provide non-infringement warranties of third party intellectual property rights at this stage, you confirm your understanding that Tiger VCF may elect to investigate the novelty / inventiveness of your proposal, idea or concept at its cost and may utilise its external legal advisors and appropriate technical resources for this purpose. You confirm that you will provide your reasonable</p>	<p>_____</p> <p><i>Entrepreneur initial</i></p>

NO	STATEMENT	ACKNOWLEDGEMENT OF UNDERSTANDING
	assistance in any such endeavour. The results of such investigation shall remain proprietary to Tiger Brands/Tiger VCF and Tiger VCF is under no obligation to share the results with you or any other party.	
	Nothing in this Engagement Document grants or purports to grant or shall be interpreted to imply the assignment of or granting of any right, title, licence or interest in the either party's intellectual property rights to the other. Any such arrangement shall be dealt with in a separate written agreement.	_____ <i>Entrepreneur initial</i>
<b>GENERAL</b>		
	You warrant that you have the power and authority to enter into and perform the obligations under this Engagement Document including disclosing your proposal, idea or concept and that the execution hereof has been duly and validly authorised to the extent required.	_____ <i>Entrepreneur initial</i>
	You confirm that, to the best of your knowledge, your sharing of your proposal, idea or concept does not constitute an infringement of any other party's rights, including intellectual property rights, or constitutes a breach of third party confidentiality rights. You understand that Tiger VCF and/or Tiger Brands has no manner to verify this statement and is entering into these discussions in <i>good faith</i> based on this confirmation.	_____ <i>Entrepreneur initial</i>
	It is and will remain your obligation to comply with any applicable law relating to this Engagement Document including, to the extent required, data privacy and data protection laws. If any provision of this Engagement Document is held to be illegal, invalid or unenforceable, such provision shall be eliminated to the extent that it is illegal, invalid or unenforceable without invalidating the remainder of such provision or the remaining provisions of this Engagement Document. Any modifications of or changes to this Engagement Document shall be in writing and signed by you and an authorised representative of Tiger VCF. Failure to enforce any provisions of this Engagement Document shall not constitute a waiver of any term hereof. Each provision in this Engagement Document is severable from all others, notwithstanding the manner in which they may be linked together grammatically or otherwise.	_____ <i>Entrepreneur initial</i>
	This Engagement Document shall be governed by South Africa law.	_____ <i>Entrepreneur initial</i>

[END]