



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

entered into between

TIGER CONSUMER BRANDS LIMITED

(Registration Number: 1972/006590/06)

(herein represented by Kgosi Monaisa in his capacity as Company Secretary duly authorised hereto)

(**"Tiger"**)

and

(Registration Number: _____)

(herein represented by _____ in his/her capacity as _____ duly authorised
hereto)

(the **"Other Party"**)



TABLE OF CONTENTS

	Page No.
1 Definitions and Interpretation.....	3
2 Introduction	5
3 Duration	5
4 Restrictions on Disclosure and use of Confidential Information.....	6
5 No Warranties Regarding Confidential Information	8
6 Responsibility for Compliance	8
7 Breach and Remedies	8
8 Data Protection and Personal Information.....	9
9 JSE Listings Requirements, Companies Act, 2008 and Financial Markets Act, 2012	11
10 Notices and Domicilium	11
11 General	12



1 Definitions and Interpretation

In this Agreement, unless inconsistent with or otherwise indicated by the context:

- 1.1 **Agreement** means this confidentiality and non-disclosure agreement;
- 1.2 **Confidential Information** means the terms of this Agreement, any records, Data or information, of any nature (tangible or intangible) and all other non-public commercially valuable information of any kind and in any form (including without limitation oral, written and electronic form) that relates to a party or the Group that a Party belongs to ("**Disclosing Party**") and its business affairs, whether or not identified as confidential, which is collected, received, processes, stored, transmitted or comes into the possession or control of a party ("**Receiving Party**") as a result of this Agreement or which under the circumstances surrounding disclosures, ought to be treated as confidential including without limitation, the confidential information of the Disclosing Party shall include the following (even if it is not marked as being "confidential", "restricted", "proprietary" or any similar designation)
- Personal Information, price sensitive information (as referred to in clause 9), proprietary information, Intellectual Property, financial information, technical information and technical experience or knowledge, specifications, data, materials, procedures, trade secrets, drawings, designs and know-how belonging to Disclosing Party regarding the Disclosing Party's technology (including information contained in or constituting any information technology system of or used), processes, strategic objectives, business (including business plans and business relationships with suppliers, clients, and Staff), procurement or marketing;
- 1.3 **Disclosing Party Data** means any Data of the Disclosing Party, including: (a) all Data that is in the possession of the Disclosing Party and/or Disclosing Party Related Parties, and all Data concerning or indexing such Data (regardless of whether or not owned by the Disclosing Party and/or Disclosing Party Related Parties or generated or compiled by the Disclosing Party and/or Disclosing Party Related Parties); and (b) all other records, Data, files, input materials, reports, forms and other such items that may be received, computed, developed, used, aggregated or stored by Receiving Party or any of its Personnel, for or on behalf of the Disclosing Party and/or any of Disclosing Party Related Parties, or in connection with the Proposed Transaction;
- 1.4 **Data** means all and any records, data or information, of any nature (tangible or intangible), irrespective of the media or form including without limitation oral, written and electronic form Processed in terms of the Agreement;
- 1.5 **Data Subject** means the Disclosing Party's Related Parties, consumers of the Disclosing Party's products, customers, suppliers, Personnel and any other Person/s to whom Personal Information relates;
- 1.6 **Disclosing Party** means a Party who discloses Confidential Information to a Receiving Party;



- 1.7 **Documentation** means the documentation that the Disclosing Party would reasonably require to be provided by the Receiving Party (as part of the Proposed Transaction) and/or Data and includes all reports, guides, diagnostics, operating standards, materials, documentation, specifications, technical manuals, as well as user, technical, operation, installation and support manuals, plans, flow diagrams, file descriptions and other written information;
- 1.8 **Effective Date** means the Signature Date of this Agreement;
- 1.9 **Group** means in respect of any Party, that Party, its holding companies, its subsidiaries and subsidiaries of its holding companies;
- 1.10 **Intellectual Property** means all patents, rights to inventions, copyright and related rights, moral rights, trade-marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in models, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
- 1.11 **Legislation** means any law of general application and includes the common law and all local and international statutes, constitutions, decrees, treaties, regulations, ordinances, rulings, directives, judgements, by-laws, order, or any other enactive of legislative measure of government (including local and provincial government) statutory or regulatory body, and the like (including authorisations, permits, licences and certificates) having the force of law as well as accepted SANS codes of practice and other industry codes of practice / standards;
- 1.12 **Operator** has the meaning ascribed to it in Chapter 1 of POPIA;
- 1.13 **Other Party** means _____, a company duly incorporated and registered in accordance with the laws of _____ under registration number: _____, with its principal place of business situated at _____;]
- 1.14 **Parties** means Tiger and the Other Party and “Party” means any one of them as the context may require;
- 1.15 **Person** means any natural or juristic person;
- 1.16 **Personal Information** has the meaning ascribed to it in Chapter 1 of POPIA;
- 1.17 **POPIA** means the Protection of Personal Information Act, 2013 (Act No. 4 of 2013), as amended from time to time, including any regulations and/or codes of conduct made thereunder;



- 1.18 **Privacy and Data Protection Conditions** means the 8 (eight) statutory prescribed conditions for the lawful Processing of Personal Information, which is entered into a Record, which conditions are listed in section 4(1) of POPIA and are dealt with in detail in Part A of Chapter 3 of POPIA;
- 1.19 **Permitted Disclosee/s** means the Representatives of the Receiving Party who are involved in the interactions relating to the Proposed Transaction and have a need to know such Confidential Information for the Proposed Transaction and any other person to whom the Receiving Party discloses Confidential Information with the prior written consent of the Disclosing Party;
- 1.20 **Process** and **Processing** has the meaning ascribed to it in Chapter 1 of POPIA;
- 1.21 **Proposed Transaction** means the submission of a proposal to the Tiger Venture Capital Fund for its possible further consideration and assessment;
- 1.22 **Receiving Party** means a Party who receives the Confidential Information from a Disclosing Party;
- 1.23 **Record** has the meaning ascribed to it in Chapter 1 of POPIA;
- 1.24 **Regulator** means the Information Regulator as established in terms of section 39 of POPIA;
- 1.25 **Representatives** means in respect of any Party, that Party's directors, officers, employees, agents and professional advisors;
- 1.26 **Responsible Party** has the meaning ascribed to it in Chapter 1 of POPIA;
- 1.27 **Signature Date** means the date that the last of the Parties signs this Agreement; and
- 1.28 **Tiger** means Tiger Consumer Brands Limited, a public company duly incorporated and registered in accordance with the laws of South Africa under registration number 1972/006590/06, with its principal place of business situated at 3010 William Nicol Drive, Bryanston, 2191.

2 Introduction

- 2.1 The Parties are in negotiations regarding the Proposed Transaction which will result in the disclosure of Confidential Information by the Disclosing Party to the Receiving Party.
- 2.2 This Agreement sets out the conditions under which Confidential Information can be communicated between the Parties and how it will be treated by the Parties.

3 Duration

This Agreement shall commence on the Signature Date. The obligations under this Agreement are continuing obligations and shall survive cessation of discussions or negotiations regarding the Proposed Transaction or the termination or lapse of this Agreement for any reason whatsoever, and



shall continue in force for a period of 5 (five) years after the Effective Date, notwithstanding that any Confidential Information (or copies thereof) have been returned or destroyed.

4 Restrictions on Disclosure and use of Confidential Information

4.1 The Receiving Party acknowledges that all Confidential Information disclosed by the Disclosing Party is proprietary to the Disclosing Party and the Receiving Party shall not acquire any rights in respect of such Confidential Information, except as provided for in this Agreement.

4.2 The Receiving Party irrevocably and unconditionally agrees and undertakes:

4.2.1 to treat and safeguard the Confidential Information of the Disclosing Party as strictly private, secret and confidential;

4.2.2 to protect the Confidential Information of the Disclosing Party by using the same degree of care, but no less than a high degree of care, to prevent the dissemination to third parties or publication of the Confidential Information as the Receiving Party uses to protect its own confidential information of a like nature;

4.2.3 to procure that the Permitted Disclosees to whom Confidential Information is provided in accordance with this Agreement are made aware of and comply with the confidentiality and non-use obligations contained in this Agreement, and deal with Confidential Information of the Disclosing Party in accordance with this Agreement;

4.2.4 not to use or permit the use of the Confidential Information of the Disclosing Party for any purpose other than for the Proposed Transaction and in particular not to use or permit the use of the Confidential Information whether directly or indirectly to obtain a commercial, trading, investment, financial or other advantage over the Disclosing Party or otherwise use it to the detriment of the Disclosing Party;

4.2.5 except as permitted by this Agreement, not to disclose or divulge, directly or indirectly, the Confidential Information of the Disclosing Party in any manner to any third party for any reason or purpose whatsoever without the prior written consent of the Disclosing Party, which consent may be granted or withheld in the sole and absolute discretion of the Disclosing Party;

4.2.6 not to copy or reproduce the Confidential Information by any means without the prior written consent of the Disclosing Party, it being recorded that any such copies shall be and remain the property of the Disclosing Party; and

4.2.7 to keep all Confidential Information of the Disclosing Party safe and secure and to take all such steps as may be reasonably necessary to protect it against theft, damage, loss, unauthorised access (including access by electronic means) and to prevent Confidential Information from falling into the hands of unauthorised third parties.



- 4.3 The Receiving Party shall be entitled to disclose the Confidential Information only to Permitted Disclosees if it has been authorised by the Disclosing Party in writing to do so and then subject only to such conditions as required by the Disclosing Party.
- 4.4 The Receiving Party unconditionally and irrevocably undertakes in favour of the Disclosing Party not to circumvent, avoid, bypass or obviate its undertakings to and/or in favour of the Disclosing Party in any manner whatsoever, directly or indirectly, for the purpose of avoiding (directly or indirectly) any obligations owed by it to the Disclosing Party as contained or contemplated in this Agreement.
- 4.5 **Excluded information.** The obligations of the Receiving Party pursuant to the provisions of this Agreement shall not apply to any information that:
- 4.5.1 is or becomes generally publicly known, other than pursuant to the negligence or breach of this Agreement by the Receiving Party or member of its Group or any of its Representatives;
 - 4.5.2 is acquired independently of the Disclosing Party by the Receiving Party in circumstances that do not amount to a breach of the provisions of this Agreement;
 - 4.5.3 is disclosed to a third party pursuant to the prior written authorisation from the Disclosing Party, or which the Disclosing Party confirms in writing is disclosed on a non-confidential basis; or
 - 4.5.4 is received independently in good faith from a third party in circumstances that do not amount to a breach of the provisions of this Agreement or to breach by the third party of any undertaking it may have made to a Party in relation to such information.

Information will not be deemed to be within the above exclusions merely because such information is embraced by more general information in the public domain or in the Receiving Party's possession and any combination of features will not be deemed to be within the above exclusions merely because individual features are in the public domain or in the Receiving Party's possession, but only if the combination itself and its principle of operation are in the public domain or in the Receiving Party's possession.

- 4.6 **Forced disclosure.** If the Receiving Party is compelled to disclose any of the Confidential Information to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulations in force from time to time, the Receiving Party shall immediately, so far as it is lawful and practical to do so, advise the Disclosing Party in writing prior to such disclosure to enable the Disclosing Party to take whatever steps it deems necessary to protect its interests. In these circumstances, the Receiving Party shall disclose only that portion of the information which it is legally required to be disclosed and will use its reasonable endeavours to protect the confidentiality of such information to the widest extent possible in the circumstances.



4.7 **Return and destruction.** Immediately upon the written request by the Disclosing Party at any time, the Receiving Party will return to the Disclosing Party all Confidential Information of the Disclosing Party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof, and where such Confidential Information is in a form or format that is incapable of return to the Disclosing Party, the Receiving Party shall delete or destroyed or erased, as directed by the Disclosing Party in writing, such matter or such record containing the Confidential Information and a senior executive of the Receiving Party shall certify such destruction or erasure of the Confidential Information in writing to the Disclosing Party.

5 **No Warranties Regarding Confidential Information**

The Disclosing Party does not warrant that the Confidential Information disclosed is accurate or complete and it shall not be liable for any losses, damages, liabilities, costs or penalties suffered by, or claims made against, the Receiving Party due or related to any inaccuracies in, or incompleteness of, the Confidential Information disclosed.

6 **Responsibility for Compliance**

- 6.1 Notwithstanding anything to the contrary in this Agreement, the Receiving Party shall be responsible for, and shall procure, compliance with the provisions of this Agreement by each member of its Group and its Representatives.
- 6.2 Any negligence, default or breach of any of its obligations or the provisions of this Agreement by a member of the Receiving Party's Group or its Representatives shall be deemed a breach by the Receiving Party.

7 **Breach and Remedies**

- 7.1 The Receiving Party acknowledges and agrees that should the Receiving Party commit any breach of this Agreement, cancellation of the Agreement or damages may not be adequate remedies and the Disclosing Party shall be entitled for itself and any member of its Group to the remedies of interdict, injunction, specific performance and any other equitable relief for any threatened or actual breach of any such provision by the Recipient or any other person.
- 7.2 The remedies in this clause shall be without prejudice to any other rights of the Disclosing Party, either at law or in terms of this Agreement, including the right to cancel this Agreement and/or claim damages.



8 Data Protection and Personal Information

8.1 Access to Disclosing Party's Data

- 8.1.1 Disclosing Party shall permit the Receiving Party to have access to the Disclosing Party Data solely to the extent the Receiving Party requires access to such Data to provide the Proposed Transaction in accordance with the terms of this Agreement.
- 8.1.2 The Receiving Party may not otherwise modify Disclosing Party Data, merge it with other data, commercially exploit it or engage in any other practice or activity that may in any manner adversely affect the integrity, security or confidentiality of such Data, other than as specifically permitted herein or as directed by Disclosing Party in writing.
- 8.1.3 The Receiving Party understands and agrees that Disclosing Party owns all right, title and interest in and to Disclosing Party Data and in and to any modification, compilation or Derivative Works therefrom (collectively, "**Modified Data**"), and also owns all Intellectual Property, and other proprietary rights in and to the Data and Modified Data.
- 8.1.4 The Receiving Party warrants, it shall secure and keep confidential the Disclosing Party Data and protect such Disclosing Party Data against unauthorised or unlawful disclosure, access or processing, accidental loss, destruction or damage.
- 8.1.5 The Receiving Party hereby warrants in favour of Disclosing Party that it shall at all times strictly comply with all Legislation relating to data protection in force, from time to time.
- 8.1.6 The Receiving Party hereby warrants and undertakes that it shall not, at any time copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other manner use Disclosing Party Data for any purpose other than with the express prior written consent of Disclosing Party, and to the extent necessary in respect of the Proposed Transaction.
- 8.1.7 The Receiving Party further warrants that it shall ensure that all its systems and operations which it uses in respect of the Proposed Transaction shall at all times be of a minimum standard required under Legislation and further be of a standard no less than the standards which are in compliance with the international best practice for the protection, control and use of such data.

8.2 Processing of Personal Information

- 8.2.1 In the course of the relationship between the Parties and the Proposed Transaction, and pursuant to the Party's obligations under this Agreement, Personal Information will be shared.
- 8.2.2 The Parties agree to at all times strictly comply with all applicable South African laws in regard to data privacy including POPIA.



- 8.2.3 The Receiving Party shall ensure that no Personal Information is transferred or Processed outside of the borders of the Republic of South Africa unless Disclosing Party provides its prior written consent thereto.
- 8.2.4 The Receiving Party will notify the Disclosing Party prior to any disclosure in the event that the Receiving Party is required by law, regulation or court order to disclose any Personal Information with an obligation imposed by law on Disclosing Party. The Receiving Party will limit the extent of the disclosure as is lawfully and reasonably practical and will afford Disclosing Party a reasonable opportunity, if possible and permitted, to intervene in the proceedings and further, will comply with Disclosing Party's requests as to the manner and terms of any such disclosure.
- 8.2.5 Should either Party constitute an Operator and the other Party a Responsible Party for purposes in terms or relating to this Agreement, the Party constituting the Operator shall:
- 8.2.5.1 Process such Personal Information with the knowledge or authorisation of the other Party, in accordance with this Agreement or as required by POPIA and as necessary to perform its obligations under this Agreement and for no other purpose;
 - 8.2.5.2 treat such Personal Information as confidential and not disclose it, unless required by law or in the course of the proper performance of its duties;
 - 8.2.5.3 secure the integrity and confidentiality of such Personal Information by taking appropriate, reasonable technical and organisational measures to prevent loss of, damage to or unauthorised destruction of Personal Information and unlawful access to or processing of Personal Information;
 - 8.2.5.4 take reasonable measures to:
 - 8.2.5.4.1 identify all reasonably foreseeable internal and external risks to Personal Information;
 - 8.2.5.4.2 establish and maintain appropriate safeguards against the risks identified;
 - 8.2.5.4.3 regularly verify that the safeguards are effectively implemented; and
 - 8.2.5.4.4 ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
 - 8.2.5.5 have due regard to generally accepted information security practices and procedures which may apply to that Party generally or be required in terms of specific industry or professional rules and regulations; and



8.2.5.6 notify the Responsible Party as soon as reasonably possible, but not more than 24 hours, after obtaining actual knowledge of reasonable grounds to believe that the Personal Information has been accessed or acquired by any unauthorised person. The Operator shall provide co-operation in any investigation which is carried out by or on behalf of the Responsible Party, including providing any information or material in its possession or control and implementing new security measures, to the extent requested by the Responsible Party.

9 JSE Listings Requirements, Companies Act, 2008 and Financial Markets Act, 2012

9.1 The Parties acknowledge that the Receiving Party may receive price sensitive information as part of the Confidential Information disclosed to it by the Disclosing Party (including its Group) which has not yet been released or published in terms of the Johannesburg Stock Exchange (“JSE”) Listings Requirements.

9.2 If the Receiving Party becomes aware or suspects that the confidentiality of the price sensitive information has or may have been breached it shall, as soon as possible, inform the Disclosing Party to enable the Disclosing Party to publish a cautionary announcement in terms of the JSE Listings Requirements, if applicable and/or to take any corrective action it deems necessary.

9.3 The Receiving Party acknowledges and agrees to fully comply (and shall procure that member of its Group and its Representatives fully comply) with all relevant laws in relation to any “price sensitive” or “inside information” disclosed by the Disclosing Party, including, where applicable, in terms of the Financial Markets Act, No. 19 of 2012, the confidentiality provisions of the Takeover Regulations in terms of the Companies Act, No. 71 of 2008 and the JSE Listings Requirements.

10 Notices and Domicilium

10.1 The Parties choose as their *domicilium citandi et executandi* the following addresses for all purposes arising out of or in connection with this Agreement:

10.1.1 Tiger:

Physical address: 3010 William Nicol Drive, Bryanston, 2191

Fax: 011 514 0084

Email: companysecretary@tigerbrands.com

Marked for the attention of: The Company Secretary

10.1.2 The Other Party:

Physical address: _____

Email: _____



Marked for the attention of: _____ |

or at such other address, not being a post office box or poste restante, of which the Party concerned may notify the others in writing.

- 10.2 Any notice given in terms of this Agreement will be in writing and will: (i) if delivered by hand, be deemed to have been duly received by the addressee on the date of delivery; (ii) if sent by fax be deemed to have been received by the addressee 1 (one) business day after transmission; and (iii) if sent by email be deemed to have been received by the addressee 1 (one) business day after transmission.
- 10.3 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from the other will be adequate written notice or communication to such Party.

11 General

- 11.1 The Disclosing Party is not obliged by reason of concluding this Agreement to enter into any further agreement or business relationship with the Receiving Party.
- 11.2 This Agreement constitutes a stipulation in favour of each member of the Disclosing Party's Group, capable of acceptance by such member at any time and in any manner.
- 11.3 This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Republic of South Africa. The Parties unconditionally consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg, in regard to all matters arising from this Agreement.
- 11.4 Any illegal or unenforceable provision of this Agreement may be severed and the remaining provisions of this Agreement shall continue in force.
- 11.5 This Agreement is the whole agreement between the Parties in regard to its subject matter.
- 11.6 No addition to or variation or consensual cancellation of this Agreement, including this clause, has effect unless reduced to writing and signed by hand by both of the Parties.
- 11.7 Save as is specifically provided for in this Agreement, no Party shall be entitled to cede any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- 11.8 Neither Party shall make or issue any formal or informal announcement, advertisement or statement to the press in connection with this Agreement or otherwise disclose the existence of this Agreement or the subject matter hereto to any other person without the prior written consent of the other Party.



11.9 Each Party acknowledges that he/ it has been free to secure independent legal advice as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent legal advice or dispensed with the necessity of doing so. Further, each of the Parties acknowledge that all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are part of the overall intention of the Parties.

11.10 This Agreement may be executed in counterparts, each of which will be an original and which together constitute the same agreement.

DATED at _____ on this the _____ day of _____ 2021

TIGER CONSUMER BRANDS LIMITED:

Signatory: Kgosi Monaisa
Capacity: Company Secretary
For and on behalf of Tiger Consumer Brands
Limited, he being duly authorised thereto

DATED at _____ on this the _____ day of _____ 2021

Name of the Other Party: _____

Signatory: _____
Capacity: _____
he/she warrants that he/she is duly authorised thereto