

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("**Agreement**") is entered into on _____ 20____ ("Effective Date") by and between:

1. TotalEnergies Proprietary Limited (Registration Number: _____ having its principle place of business at 3 Biermann Avenue Rosebank 2196, South Africa ("**TOTALENERGIES**"); and
2. _____ Proprietary Limited (Registration Number: _____) having its principle place of business at _____.

Each referred to as a "**Party**" and both are referred to as the "**Parties**".

WHEREAS:

- A: _____ (the "**Purpose**").
- B: TOTALENERGIES is agreeable to reveal Confidential Information (as hereinafter defined) to _____ on the terms and conditions outlined in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. TOTALENERGIES shall disclose (the "**Disclosing Party**") the "Confidential Information" to the _____ (the "**Receiving Party**"), to the extent that the Disclosing Party deems appropriate in connection with carrying out solely the Purpose.
 - (a) "**Affiliates**" shall mean:
 - (i) with respect to TOTALENERGIES, any company directly or indirectly controlled by TOTALENERGIES.
 - (ii) with respect _____, any entity directly or indirectly controlled by _____.
 - (b) "**Confidential Information**" shall mean:
 - (i) the management accounts of TOTALENERGIES as well as any and all data, reports, records and other information obtained or disclosed directly or indirectly by TOTALENERGIES or its Affiliates to the

_____ relating to or in any way connected with the Purpose, whether such information is disclosed orally, in writing, in machine readable form or by any other means and includes, without limiting the generality of the foregoing (a) any information ascertainable by inspection and (b) the fact of this Purpose; and

- (ii) information provided by the Disclosing Party and/or its Affiliates or any of the Representatives to the Disclosing Party and/or its Affiliates in any form whether orally, in writing, in electronic form or by any other means and whether or not marked “confidential”; and all documents, memoranda, summaries and other documents prepared by the Receiving Party which contain or reflect such information.
- (c) “**Representatives**” shall mean directors, officers, staff or employees of either Party and of their respective Affiliates and/or advisers of either Party.
2. For a period of five (5) years from the Effective Date or three (3) years after the date of disclosure of Confidential Information, whichever is longer, the Receiving Party shall keep in strict confidence, shall not disclose to any third party, and shall not use for any purpose, other than the Purpose contemplated hereunder, the Confidential Information received in connection with this Agreement or in the course of carrying out the Purpose.
 4. The Receiving Party shall take all reasonable measures to ensure confidentiality. The Receiving Party shall limit disclosure of Confidential Information to only those Affiliates and/or Representatives the Parties consider necessary for the Purpose and only after such Affiliates and/or Representatives have undertaken to comply with the confidentiality obligations provided for in this Agreement.
 5. The Disclosing Party makes no representation or warranty, either express or implied, as to the Confidential Information’s accuracy as the information is unaudited.
 6. This Agreement contains the entire agreement relative to the protection of Confidential Information to be exchanged hereunder and supersedes all prior oral or written understandings or agreements between the Parties regarding this issue. This Agreement shall not be modified or amended except in a written instrument executed by the Parties’ authorized officers.
 7. Nothing contained in this Agreement shall, by express grant, implication, or otherwise, create in the Receiving Party or its Affiliates and/or Representatives any right, title, or license in or to the inventions, patents, technical data, computer software, or documentation of the Disclosing Party.

8. This Agreement may not be assigned or otherwise transferred by either Party in whole or in part without the express prior written consent of the other Party.
9. This Agreement shall be governed by and construed in accordance with the laws of South Africa. All and any disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. The arbitration panel shall consist of three arbitrators with both Parties having the right to appoint one arbitrator each and the third arbitrator shall be appointed jointly by the two arbitrators who were appointed by the Parties.

SIGNED by **TOTALENERGIES** this _____ day of 20 , herein represented by
..... in his/her capacity as
he being duly authorised.

for and on behalf of: TOTALENERGIES

SIGNED by _____ this _____ day of 20____
, herein represented by _____ in his/her
capacity as _____ he being duly authorised.

for and on behalf of:
