

MUTUAL CONFIDENTIALITY, NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

This confidentiality, non-disclosure and non-circumvention agreement (hereinafter referred to as the "Agreement") is executed by and between:

On one hand : **SADC SOLAR ENERGY LDA**, having its administrative place of business at 31B Rua 16 Martires de Kinfangondo, Luanda (Angola). Tel.: +244 912 242945, E-mail: info@sadcsolar.com, www.sadcsolar.com

Duly represented by Mr. Wilson Tavares, Managing Director

Hereinafter referred as "**SADC SOLAR ENERGY LDA**".

And on the other hand : **Power and Sun Solar Solutions South Africa (Pty) Ltd**, having its administrative place of business at 4th Floor, West Tower, Nelson Mandela Square Sandton City, Johannesburg, RSA. Tel.: + 2710 035 5570, E-mail: info@powernsun.co.za, www.powernsun.co.za
Duly represented by Mr. Marsden Sibanda, Director.

Hereinafter referred as "**Power and Sun Solar Solutions South Africa (Pty) Ltd**".

The parties are hereinafter referred to as "*Party*", or jointly, the "*Parties*" and with:

- "*Disclosing Party*" means the Party giving the confidential information,
- "*Receiving Party*" means the Party Receiving the confidential information from the Disclosing Party,

Preliminary recitals:

SADC SOLAR ENERGY LDA is a renewable energy company that design, supply, install, commission, and maintenance & operation of off-grid/on-grid solar power generators. Also, it provides consultancy services and it has relevant skills to develop and promote renewable energy solutions in Angola among other services.

Power and Sun Solar Solutions South Africa (Pty) Ltd, Power n Sun is One stop solar Solutions, Supplies and System company supporting residential, commercial and industrial installations for on-Grid, Off-Grid and PV diesel Hybrid systems in South Asia, Middle East and Africa region. We design, supply and supervise solar projects and support Solar installations with complete solar components; Solar Inverters, Pv modules, Balance of system and solar monitoring & control solutions with the objective of maximizing value and energy yield at the least cost.

SADC SOLAR ENERGY LDA and **Power and Sun Solar Solutions South Africa (Pty) Ltd** desire to engage in providing to each other information, services and/or goods in connection with investing, construction, supplying, Operation & Maintenance (hereinafter referred as to "the Projects").

The Parties have the intention to share all information available for the development of the Projects, and for the validation of suitability of **Solar Power Plant** Financing/Investors as well as any other



aspect or information, of any kind, that might need to be shared by the Parties to provide effective, reliable, and operational plans for the Projects.

In connection with such engagement, Receiving Party may be given access to, generate, or otherwise come into contact with certain proprietary and/or confidential information of Disclosing Party or clients of Disclosing Party.

Therefore **SADC SOLAR ENERGY LDA** and **Power and Sun Solar Solutions South Africa (Pty) Ltd** desire to prevent the dissemination, unauthorized disclosure or misuse of such information recognise the necessity of protecting their respective proprietary rights and technology and trade secrets.

NOW, THEREFORE, for and in consideration of the foregoing, of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Purpose

The parties wish to engage in discussions regarding exploration of a business opportunity of mutual interest ("Authorized Purpose") and in connection with this Authorized Purpose, each party may disclose to the other certain confidential technical and business information which the Disclosing Party desires the Receiving Party to treat as confidential.

2. Confidential Information

Confidential Information means any information (including without limitation documents, computer data, or oral communications) disclosed by either party to the other party, either directly or indirectly,

- (a) all the information, verbal or in writing, exchanged between the involved parties after of signing of this agreement must be considered as confidential or similar designation at the time of disclosure;
- (b) in any other manner or media if it is identified or marked as confidential upon disclosure.

If it is treated as confidential upon disclosure and is designated as confidential in writing delivered to the Receiving Party within thirty (30) days after disclosure.

However shall always be considered as Confidential Information the following information:

- (1) information concerning the business operations of either Party, its Affiliate or dealers (including product planning, manufacturing, budgets, prices and forecasts); and
- (2) Inventions, designs, research and development programs.

Confidential Information may also include information disclosed to a Disclosing Party by third parties. Confidential Information shall not, however, include any information which:

- (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party;
- (ii) becomes publicly known and made generally available after disclosure by the Disclosing party to the Receiving Party through no action or inaction of the Receiving Party;
- (iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure;
- (iv) is obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or
- (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession.



3. Non-use and non-disclosure

Parties agree to use any Confidential Information of the Disclosing Party solely for the Authorized Purpose and not for any third party's benefit. Parties agree to limit disclosures of Confidential Information of the Disclosing Party to those employees of the Receiving Party who are required to have the information in order to evaluate or engage in discussions regarding the Authorized Purpose. Parties agree that it will not disclose any of the Confidential Information to any third party without the express written consent of the Disclosing Party. Neither party shall reverse engineer, disassemble or decompile any of the Confidential Information of the other party or any of the prototypes, software or other tangible objects which embody the Confidential Information of the other party and which are provided to the party hereunder.

4. Non Circumvention

The Parties become aware of various Projects and have access to (a) developers, intermediaries, land owners, option holders, PPA holders, off-takers, grid owners, suppliers, contractors dealing, involved with or having an interest in such Projects, as well as key decision makers in the countries where such Projects are located, (b) certain technical and operational expertise in the infrastructural engineering, construction and development industries, and (c) investors and financial institutions who may be interested in providing financing or other assistance to the Projects, whether such investors or financial institutions are identified by a Party directly or indirectly through the action of any other contact of such Party (collectively, "Contacts");

Neither Party shall directly or indirectly circumvent the other with respect to any Project or Contact introduced to such Party (the "Introduced Party") by the other (the "Introducing Party"). No Introduced Party shall contact, attempt to contact, solicit or enter into any agreement with a Project seller, owner, or a client or their representative introduced by the Introducing Party, or with any of the Introducing Party's Contacts, without the Introducing Party's express permission.

In the event that an Introduced Party would like to (i) further develop a Project, or (ii) pursue any transaction or other relationship with a Contact (in each case if such Project or Contact was introduced by the Introducing Party) then the Introducing Party must approve each agreement with respect to the development or pursuit of each Project, transaction or relationship with such Contact, prior to the Introduced Party's proposing such agreements. In the event that the Introducing Party permits the Introduced Party to contact any of its Contacts, then the Introduced Party agrees that it will copy the Introducing Party on all written communications, including those accomplished by electronic mail, and shall invite the Introducing Party to participate in all oral communications with any Contact, and in any event shall report full details of the communication to the Introducing Party as soon as possible through any means, including but not limited to electronic mail, fax or telephone call.

5. Return of Materials

All documents and other tangible objects containing or representing Confidential Information which have been disclosed by the Disclosing Party to the Receiving Party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party or be destroyed upon the Disclosing Party's written request or upon termination of this Agreement.

6. No licence

Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.



7. Injunctive Relief

Receiving Party acknowledges that disclosure of any Confidential Information or breach of any of the non-disclosure covenants or agreements contained herein will give rise to irreparable injury to Disclosing Party or clients of Disclosing Party, inadequately compensable in damages. Accordingly, Disclosing Party or, where appropriate a client of Disclosing Party, may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. Receiving Party further acknowledges and agrees that the covenants contained herein are necessary for the protection of Disclosing Party's legitimate business interests and are reasonable in scope and content.

8. Enforceability

The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of Receiving Party against Disclosing Party whether predicated on this Agreement or otherwise.

9. No obligation

Nothing herein shall oblige any Party to go ahead with any transaction with the other Party and, each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity in compliance with point (5). All Confidential Information delivered pursuant to this Agreement shall be and remain the property of the disclosing Party, and any documents containing or reflecting the Confidential Information. The obligations of the Parties under this Agreement shall continue and survive the completion or abandonment of the Business Relationship and shall remain binding for a period of two (2) years from the Effective Date.

Term of Agreement

This Agreement covers the non-disclosure of all Confidential Information for a period of two (2) years commencing at the Effective Date. The Receiving Party's duty to protect the Confidential Information disclosed under this Agreement expires five (5) years from the date of receipt of Confidential Information (the "Confidentiality Term"). This Agreement may be terminated earlier by either party by giving thirty (30) days written notice of termination to the other party. Upon the expiration or termination of this Agreement, the obligations of each party shall survive with respect to Confidential Information of the other party disclosed hereunder until such time as the respective Confidential Information becomes publicly known and made generally available through no action or inaction of the Receiving Party or until five (5) years after the date of initial disclosure of such Confidential Information to the Receiving Party hereunder ("Confidentiality Period"), whichever occurs sooner. For the avoidance of doubt, upon termination of this Agreement, each party's obligation to keep the Confidential Information of the other party confidential for the Confidentiality Period shall apply even in the event where one party is acquired or merged by or into a third party, and such third party shall have the right to enforce this obligation as a third party beneficiary.

10. Governing Laws

The Agreement shall be governed by and construed in accordance with the laws of Canada. All disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) without recourse to the ordinary courts of law. The arbitration proceedings shall be conducted by one (1) arbitrator appointed in accordance with the said Rules. The language of the arbitration proceedings shall be English, and the arbitration proceedings shall take place in Toronto, Ontario, Canada.

11. Miscellaneous

This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof, and is intended as the Parties' final expression and complete and exclusive statement of the terms thereof, superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written or oral. Neither Party is to be bound by any pre-printed terms appearing in the other Party's form documents, tariffs, purchase orders, quotations, acknowledgments, invoices, or other instruments. This Agreement may be amended or modified only by an instrument in writing signed by both Parties.

Each Party represents, warrants and covenants that it has the full right and authority to enter into this Agreement and perform its obligations hereunder, that all required corporate approvals and authorizations have been obtained, and that, upon signature by its authorized representative listed below, this Agreement shall have been duly executed and be legally binding upon the respective party in all respects. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

In witness whereof, the duly authorized hereunder have set their hands at the Effective Date of June 18th, 2021.

<i>Company</i>	SADC SOLAR ENERGY LDA	Power and Sun Solar Solutions South Africa (Pty) Ltd
<i>Represented by</i>	Eng. Wilson Tavares	Mr. Marsden Sibanda
<i>Title</i>	Managing Director	Director
<i>Signature</i>		