

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is entered into as of June, 2022 by and between

1. **Chelonia Company Ltd** with registered offices at Mahé, Seychelles (hereinafter also called "Company")

and

2. H.Gouws Renders PTY LTD domiciled at Unit 10 - The Network, Fairview, Port Elizabeth, S.A. (hereinafter also called "Promisor").

WITNESSETH:

WHEREAS Company owns and operate various properties in the Seychelles;

WHEREAS Promisor is regularly present at those properties for various reasons;

WHEREAS Company wishes to keep confidential its activities and events, financial information, operational procedures, supplier and customer identity and relationship, needs, developments and projects as well as its guests' identities and habits;

WHEREAS Promisor has entered into this Agreement with the Company to guarantee that confidentiality will be kept and that the vision of the Company has been provided to him and understood.

NOW, THEREFORE,

1. In this Agreement, unless the contrary appears, the following words and expressions shall have the following meanings:-

Agreement, this or the this Agreement together with the Schedules hereto;

Company Chelonia Company Limited but also any company, partnership or entity which, directly or indirectly, controls, is controlled by or is under common control as Chelonia Company Limited;

Confidential Information All information or material regarding the Company, including, but not limited to, its activities and events, financial information, operational procedures, supplier and customer identity and relationship, needs, developments and projects as well as its guest's identity and habits which are not known by the general public,

Parties the Company and the Promisor;



2. The Promisor hereby agrees, warrants and undertakes that all Confidential Information will be treated by him/her, or any other person in contact with him/her, as being information of a strictly confidential nature and constituting valuable secrets which are the absolute and sole property of the Company.
3. The Promisor shall not, either during the period of this Agreement nor thereafter disclose to any third party any information regarding the Confidential Information including, but not limited to, the guests in attendance at the Company's events or the nature of the events.
4. The Promisor shall not use to the detriment or prejudice of the Company or any of its guests any Confidential Information which may come into the Promisor's knowledge during the period of this Agreement, prior thereto or after the termination date of this Agreement.
5. The Promisor acknowledges and accepts that he/she shall have access to and become in possession of Confidential Information of the Company, the guests and all aspects relating to the activities of the Company and accepts that it is entirely reasonable for the Company, individually or collectively, to protect its rights and those of its group or guests with this Confidential Information.
6. The Promisor unequivocally confirms and undertakes that he/she will not, at any time whether before or after the termination date of this Agreement, either use directly or indirectly or divulge or disclose to others any Confidential Information, included but not limited to, photos, videos, status updates and comments, on any social networking sites, including but not limited to, Facebook, MySpace and Twitter, pertaining to the Company, the Company's events and the guests at such events
7. The Promisor confirms that any written instructions, drawings, notes, memoranda or records relating to the Company or the Confidential Information which have been made or were made by him/her or which are in his/her possession during the period of this Agreement shall be deemed to be the property of the Company and shall be surrendered immediately to the Company on demand and that any copies thereof shall be destroyed immediately by the Promisor on demand.
8. The Promisor acknowledges and agrees that the confidentiality undertakings are extremely important and the breach of any of the provisions of this clause 6 would entitle the Company to immediately apply to any Court of competent jurisdiction for an appropriate interdict and claim for damages suffered by it.
9. The Promisor agrees that no reference will be made to any third party to the terms of this Agreement without the prior written consent of the Company, which written consent will not be unreasonably withheld.
10. The Promisor undertakes that he/she shall not use any camera or recording equipment to record any Confidential Information except as made necessary by the Company's activities.



11. The Promisor acknowledges and agrees that the restraints imposed upon him/her in terms of this Agreement are fair and reasonable and are necessary to protect the interests of the Company, its events and its guests.
12. The Promisor acknowledges and agrees that in the event of him/her breaching the undertakings given in terms of this Agreement the Company will suffer damages and that in such event the Company shall be entitled to sue for and recover such damages as it may have sustained, without prejudice to any rights of the Company in terms of any other contractual arrangements between the Company and the Promisor.
13. In any dispute between the Parties arising under this Agreement, the prevailing party shall be entitled to attorney fees and other costs of litigation in addition to all other remedies.
14. This Agreement is the entire contract between the parties concerning the Confidential Information. This Agreement shall not be assigned by either party except with the prior written consent of the other party which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the respective Parties hereto and their heirs, personal representatives, successors and assigns.
15. This Agreement shall be governed by and construed under and in accordance with the laws of Seychelles. The parties to this Agreement irrevocably agree that the Courts of Mahé, Seychelles, shall have jurisdiction to settle any dispute or litigation that cannot be settled amiably and which may arise out of or in connection with this Agreement and that accordingly any proceedings may be brought in such Courts. The Parties agree that the Company reserves its rights to open action in any court in any country, particularly but not exclusively, in case of violation of this Agreement or unauthorized disclosure of Confidential Information.

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT to be effective as of the day and year first above written.

Company



Promisor

