



MUTUAL CONFIDENTIALITY AGREEMENT

Ref **KH-FS-2026-09-NDA**

2 September 2026

Purpose of this form. It protects both sides while a fluorspar supply is evaluated: samples, prices, sources and contacts stay between the two signatories. Complete the counterparty block, sign, and return by email. It takes effect on the date of the second signature.

BETWEEN

Kutlwano Holdings (Pty) Ltd

Registration 2017/103109/07
Johannesburg, South Africa
mmeli@kutlwanoholdings.co.za

Counterparty (full legal name)

Registration number

Registered street address (unit or building number, street)

City

Postal code

Province / state / region

Country (select)

Contact person & position

Telephone (including country code)

Email

Title (select)

1. PURPOSE AND EXCHANGE OF INFORMATION

1. The parties are evaluating a possible supply of fluorspar products. Each party may disclose information to the other for this purpose.
2. Confidential information means commercial terms, prices and pricing structures, sample documentation, certificates of analysis, lot references, source and supplier information, client and contact identities, quantities, destinations and shipment arrangements disclosed by one party to the other for this purpose.
3. Each party will keep the other's confidential information in confidence, use it only for this purpose, and not disclose it to any third party without written consent, for two years from the date of signature.

2. NON-CIRCUMVENTION AND GENERAL

4. Neither party will use confidential information to approach, deal with, or circumvent the other party's disclosed sources, suppliers, or clients, directly or indirectly, for two years from the date of signature.
5. This agreement does not oblige either party to enter into any transaction, and does not restrict either party's business with persons it can show it already dealt with before the date of signature.
6. This agreement is governed by the law of South Africa and takes effect on the date of the second signature.

WHAT THIS AGREEMENT PROTECTS

Your factory, volumes and evaluation results on our side; our lot references, sources, prices and document set on yours. Both parties keep trading freely with anyone they can show they dealt with before signature.

WHAT IT DOES NOT DO

It does not fix prices or volumes, does not create exclusivity, and does not oblige either party to any order. It is the condition for a sample to dispatch, and it runs for two years from the second signature.



EXECUTION

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Effective date. This agreement takes effect on the date of the second signature below, and runs for two years from that date.

Agreement date (date of second signature)

SCHEDULE A · WHAT KUTLWANO DISCLOSES

- Technical data sheets and lot certificates of analysis
- Sample lot references and photographs
- Prices, bases and shipment arrangements
- Load-port inspection and document sets

SCHEDULE A · WHAT THE COUNTERPARTY DISCLOSES

- Intended application, factory and end user
- Volumes, destinations and delivery windows
- Evaluation results on samples supplied
- Payment and letter-of-credit arrangements

1 SIGN

Sign digitally in Adobe Reader or Foxit, or print, sign and scan. One authorised signatory is sufficient.

2 RETURN

Press Submit by email, or send the signed file to mmeli@kutlwanoholdings.co.za with your sample order form.

3 COUNTERSIGNED

Kutlwano countersigns the same working day and returns the fully executed copy. Samples dispatch only after this.

SIGNATURES

Signed for the Counterparty by (name & position)

Date

Counterparty signature

SIGN HERE

For Kutlwano Holdings - Mmeli Ngubane, Partnerships and Business Development

Date

Signature

SIGN HERE

NOTICES TO KUTLWANO

Kutlwano Holdings (Pty) Ltd, Johannesburg, South Africa.
mmeli@kutlwanoholdings.co.za, +27 72 591 3799.

NOTICES TO THE COUNTERPARTY

To the email address and contact person given on page 1.
Either party may update its notice details in writing.