



CONFIDENTIALITY & NON-CIRCUMVENTION

Ref **KH-FS-NCA-B**
Rev **1, 5 September 2026**

PARTIES

Kutlwano Holdings (Pty) Ltd, registration 2017/103109/07, 10231 Kammotho Street, Dobsonville Ext 3, Johannesburg, 1863 (KH), and **the Buyer**: _____ registration
_____ address _____ (the Buyer).

1. BACKGROUND AND CONFIDENTIALITY

1. KH supplies fluorspar products under its own name, its own lot references and its own document set, from sources it does not disclose. The Buyer wishes to purchase from KH and may resell to its own clients.
2. Each party keeps the other's commercial information, prices, pricing structures, sources, clients and shipment arrangements in confidence and uses them only for performing this relationship, for three years from signature.

2. NON-CIRCUMVENTION BY THE BUYER

3. The Buyer will not, directly or indirectly, for three years from signature:
 - a. seek to identify, contact or purchase from any producer, supplier, depot or laboratory that it learns of through KH, otherwise than through KH;
 - b. use any lot reference, certificate, photograph, loading point or document supplied by KH to trace or approach KH's source;
 - c. disclose KH's prices to any third party, or use them to negotiate with any other supplier;
 - d. represent itself as KH's agent, or use KH's name or documents to obtain material from anyone else.

3. KH'S OBLIGATIONS

4. KH will not contact, solicit or supply the Buyer's own clients where the Buyer has identified them to KH in writing as its clients, otherwise than through the Buyer, for three years from signature.
5. KH will not disclose the Buyer's purchase volumes, prices or destinations to any third party except where required by law, customs or a bank under a letter of credit.
6. This agreement does not create exclusivity for either party and does not oblige either party to any order.
7. South African law applies. Any dispute goes first to a meeting of the two signatories within fourteen days, then to the courts of Gauteng.

WHAT THIS PROTECTS

KH's sources, prices and document set on the Buyer's side; the Buyer's named clients on KH's side. 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, which sit in the quotation and the order confirmation; it does not create exclusivity; it runs for three years and survives the end of supply.



PRACTICAL ARRANGEMENTS & EXECUTION

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Effective date. This agreement takes effect on the date of the second signature and covers every sample, document and consignment exchanged from that date, and those already exchanged in preparation for it.

KUTLWANO WILL

- Issue every document in its own name: data sheets, quotations, order confirmations, lot certificates, payment requests and invoices
- Certify every lot through an independent South African laboratory in KH's name
- Name the loading point or load port on the signed order confirmation
- Keep the Buyer's identified clients out of its own approaches

THE BUYER WILL

- Deal with KH only, for material learned of through KH, for three years
- Keep KH's prices and documents within its own company and its own bank
- Collect or receive only through the loading point or port KH names, and not seek the origin behind it
- Identify in writing any client it wishes KH to treat as protected

NOTICES

To KH: partnerships@kutlwanoholdings.co.za, +27 72 591 3799. To the Buyer: the email address and contact given on page 1. Either party may update its notice details in writing.

For Kutlwano Holdings (Pty) Ltd

Name, position, signature, date (signed first, on the signing server)

For the Buyer

Name, position, signature, date (signed second)