



Teracore Confidentiality And Non-Disclosure Agreement - Anglo American

February 10, 2026

Teracore
Document Sender : Megan Casey



Teracore Confidentiality And Non-Disclosure Agreement - Anglo American

Confidentiality And Non-Disclosure Agreement

BETWEEN:

TERACORE PROPRIETARY LIMITED

(Registration No: 2012/158948/07) (hereafter referred to as "**the Company**")

AND

ANGLO AMERICAN

(Registration Number:) (hereafter referred to as "**the Recipient**") (collectively referred to as the "**Parties**" and individually as a "**Party**")

1. INTRODUCTION

1.1 The Parties have entered into discussions in respect of the **Permitted Purpose**. 1.2 In connection with the Permitted Purpose, a Party (the "**Disclosing Party**") may disclose to the other Party (the "**Receiving Party**") certain proprietary and confidential information. 1.3 The Parties wish to record the terms upon which such information is disclosed and protected.

2. DEFINITIONS & INTERPRETATION

2.1 "**Confidential Information**" means all information of a confidential or proprietary nature (however recorded or preserved) disclosed by the Disclosing Party or its Affiliates, including but not limited to:

- 2.1.1 Business, technical, strategic, and financial information;
- 2.1.2 Intellectual Property, know-how, software, and trade secrets;
- 2.1.3 **Personal Information** as defined in the Protection of Personal Information Act, 2013 ("**POPIA**") and/or the General Data Protection Regulation ("**GDPR**");
- 2.1.4 Data belonging to third parties (including clients/customers) to whom the Disclosing Party owes a duty of confidence. 2.2 "**Permitted Purpose**" means the evaluation and negotiation of a potential business relationship between the Parties and any subsequent pilot or operational engagement related thereto. 2.3 "**Representatives**" means a Party's directors, employees, professional advisers, and authorized subcontractors.

3. CONFIDENTIALITY OBLIGATIONS

3.1 The Receiving Party shall:

- 3.1.1 Use the Confidential Information **solely** for the Permitted Purpose.
- 3.1.2 Maintain the strictest secrecy and take all reasonable technical and organizational measures to prevent unauthorized access or disclosure.
- 3.1.3 Apply a standard of care no less than that which it applies to its own most sensitive information (and in any event, no less than a reasonable standard of care).
- 3.1.4 Notify the Disclosing Party **within 24 hours** upon becoming aware of any suspected or actual unauthorized disclosure or data breach.

4. PERMITTED DISCLOSURES

4.1 The Receiving Party may disclose Confidential Information to those of its Representatives who:

- 4.1.1 Need to know the information for the Permitted Purpose;
- 4.1.2 Are informed of the confidential nature of the information; and
- 4.1.3 Are bound by **written** confidentiality obligations no less restrictive than those contained in this Agreement. 4.2 The Receiving Party remains fully liable for any breach of this Agreement by its Representatives.



5. INTELLECTUAL PROPERTY & DERIVATIVE WORKS

5.1 All Confidential Information remains the absolute property of the Disclosing Party. 5.2 **No License:** Nothing in this Agreement shall be construed as granting any license, title, or right in any Intellectual Property of the Disclosing Party. 5.3 **Derivative Works:** Any notes, reports, analyses, or materials created by the Receiving Party that are based on or derived from the Confidential Information ("**Derivative Works**") shall be deemed Confidential Information and shall be destroyed or returned in accordance with Clause 7.

6. DATA PROTECTION (POPIA/GDPR)

6.1 To the extent that the Confidential Information contains Personal Information, the Receiving Party shall:

- 6.1.1 Process such information only with the knowledge or authorization of the Disclosing Party;
- 6.1.2 Comply with all applicable data protection laws (POPIA/GDPR);
- 6.1.3 Ensure that any transfer of Personal Information across borders complies with the legal requirements for cross-border data transfer.

7. RETURN OR DESTRUCTION OF INFORMATION

7.1 Upon written request or termination of this Agreement, the Receiving Party shall, at the Disclosing Party's option:

- 7.1.1 Return all physical media and documents;
- 7.1.2 Permanently delete all electronic copies (to the extent technically feasible, excluding automated back-up systems);
- 7.1.3 Provide a **written certificate** signed by a senior officer confirming compliance with this clause.

8. DURATION & SURVIVAL

8.1 This Agreement shall commence on the Signature Date. 8.2 The obligations of confidentiality shall survive termination and remain in effect for a period of **5 (five) years** from the date of disclosure; provided that any Confidential Information constituting a **Trade Secret** shall remain confidential for as long as it remains a trade secret under applicable law.

9. EXCLUSIONS

9.1 Confidential Information does not include information that:

- 9.1.1 Is or becomes public knowledge through no fault of the Receiving Party;
- 9.1.2 Was rightfully in the Receiving Party's possession before disclosure;
- 9.1.3 Is required to be disclosed by law or court order, provided the Receiving Party gives the Disclosing Party prompt notice to allow for a protective order.

10. REMEDIES

10.1 The Parties acknowledge that a breach of this Agreement may cause irreparable harm for which monetary damages are inadequate. Accordingly, the Disclosing Party shall be entitled to seek **interdictory relief or specific performance** in any court of competent jurisdiction.

11. GOVERNING LAW & DISPUTE RESOLUTION

11.1 This Agreement is governed by the laws of the Republic of South Africa. 11.2 Any dispute arising out of this Agreement shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa (AFSA) by an arbitrator appointed by the Foundation. The seat of arbitration shall be Johannesburg.

12. GENERAL

12.1 This Agreement constitutes the entire agreement between the Parties regarding its subject matter. 12.2 No amendment or waiver is valid unless in writing and signed by both Parties. 12.3 Neither Party may assign its rights under this Agreement without the prior written consent of the other Party

X

Signature Certificate

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