



NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

entered into by and between:

Park Village Auctions & Property Sales (Pty) Ltd t/a PARK VILLAGE AUCTIONS (PVA)

(“the Disclosing Party”)

and

Registration no: / identity no: _____

(“the Receiving Party”)

The Prospective Purchaser agrees as follows:

1. PURPOSE

PVA and/or the Seller may provide confidential information to the Prospective Purchaser solely to enable the Prospective Purchaser to assess the possible purchase of the hair and beauty salon (“the Business”).

2. CONFIDENTIAL INFORMATION

Confidential information includes all non-public information concerning the Business, including financial statements, turnover, income and expenses, client and supplier information, pricing, business operations, stock, equipment, lease information and any other documents or information disclosed in connection with the proposed sale.

3. CONFIDENTIALITY

The Prospective Purchaser shall keep all confidential information strictly confidential, use it only to assess the proposed purchase and not disclose it to any person other than professional advisers who need the information for that purpose and are bound to keep it confidential. The Prospective Purchaser remains responsible for disclosures by such advisers.

4. EXCEPTIONS

These obligations do not apply to information that is publicly available other than through a breach of this Agreement, was lawfully known to the Prospective Purchaser before disclosure, or is lawfully received from a third party without a duty of confidentiality. Disclosure required by law is permitted, provided the Seller or PVA is notified beforehand where legally allowed.

5. NON-CIRCUMVENTION

The Prospective Purchaser shall not, without PVA's prior written consent, approach, negotiate or conclude any transaction directly with the Seller or through another person with the intention of bypassing PVA in relation to the proposed sale of the Business. All enquiries and negotiations relating to the sale shall be directed through PVA unless otherwise agreed in writing.

6. RETURN OR DELETION

If requested by PVA or the Seller, or if the proposed purchase does not proceed, the Prospective Purchaser shall promptly return or permanently delete the confidential information and any copies, except records required by law to be retained, which shall remain confidential.

7. NO OBLIGATION TO SELL

This Agreement does not constitute an offer to sell or an agreement of sale, and neither party is obliged to conclude the proposed transaction. Any sale shall be subject to a separate written Offer to Purchase signed by the relevant parties.

8. DURATION

The confidentiality and non-circumvention obligations shall apply from the date of signature and continue for 2 (two) years, whether or not the proposed sale proceeds.

9. BREACH

In the event of a breach or threatened breach, PVA and/or the Seller may seek appropriate legal relief, including an interdict and any damages recoverable in law.

10. GENERAL

This Agreement is governed by the laws of the Republic of South Africa. Any amendment must be in writing and signed by the parties. Notices may be sent to the email addresses supplied by the parties.

SIGNED BY THE PROSPECTIVE PURCHASER

At _____ on _____ 20____

Signature: _____

SIGNED FOR PARK VILLAGE AUCTIONS

At _____ on _____ 20____

Signature: _____