



# Receiving Party Consent Form

Meeting date

Disclosing Party

## Receiving Party

Name:

Country:

Mobile:  E-mail:

Reason:

## Receiving Party Consent

- Do you acknowledge that the information discussed in this presentation is confidential and should not be shared outside of this meeting?
- Do you agree that any information shared during this presentation may only be disclosed to individuals who have also signed a Non-Disclosure Agreement (NDA) regarding the confidentiality of this information?
- Do you fully understand the terms of the Non-Disclosure Agreement(s) (NDA) we've provided
- Are you willing to comply with the terms outlined in the NDA regarding confidentiality.
- Do you commit to ensuring that any individuals with whom you choose to share this information are fully aware of and agree to the same confidentiality obligations outlined in the NDA?

## Agreement

By signing below, I acknowledge that I have read, understood, and consent to the above checklist and the lash lift procedure.

Receiving Party's Signature:

Disclosing Party's Signature:

Date:

Date:



# PRIVATE CREDIT OPPORTUNITIES NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

This Non-Disclosure Agreement and Non-Circumvention Agreement

("Agreement") is made effective as of

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by and between

**Disclosing Party**

\_\_\_\_\_

residing at

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

hereinafter referred to as "Disclosing Party,"

and

**Receiving Party**

\_\_\_\_\_

residing at

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

hereinafter referred to as "Receiving Party."



# PRIVATE CREDIT OPPORTUNITIES NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

## 1. DEFINITIONS

**1.1 “Confidential Information”** means any and all information disclosed or made available, directly or indirectly, by the Disclosing Party to the Receiving Party, whether orally, visually, electronically, or in writing, that is designated as confidential or that, by its nature or the circumstances of disclosure, reasonably should be understood to be confidential. Confidential Information includes, without limitation:

- Details of investment products, investment structures, deal terms, pricing, and yield;
- Identities and contact details of product providers, issuers, arrangers, fund managers, or other sources of the investment opportunity;
- Business models, strategies, relationships, contracts, financial data, forecasts, and business plans;
- Information regarding clients, investors, prospective clients, intermediaries, Independent Financial Advisors (IFAs), introducers, and referral partners;
- Any information relating to the invitation-only nature of the opportunity and the criteria or process for invitation or access.

**1.2 Exclusions.** Confidential Information does not include information that the Receiving Party can demonstrate by written records:

(a) was lawfully known to the Receiving Party prior to disclosure by the Disclosing Party;

(b) becomes publicly available through no breach of this Agreement by the Receiving Party or its Representatives;

(c) is independently developed by the Receiving Party without use of or reference to the Confidential Information; or

(d) is rightfully obtained by the Receiving Party from a third party without breach of any obligation of confidentiality.

**1.3 “Purpose”** means the evaluation and potential entering into, performance, and maintenance of a business and/or investment relationship between the Disclosing Party and the Receiving Party (and, where applicable, the Receiving Party’s clients and/or investors) in respect of the investment opportunities and products introduced or made available by the Disclosing Party on an invitation-only basis.

**1.4 “Representatives”** means, in relation to a Party, its directors, officers, partners, members, employees, contractors, professional advisers, agents, IFAs, sub-introducers, and any client or investor to whom the Receiving Party, in compliance with this Agreement, discloses Confidential Information.



# PRIVATE CREDIT OPPORTUNITIES NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

## 2 INVITATION-ONLY AND PRE-CONDITION TO DISCLOSURE

2.1 The Receiving Party acknowledges and agrees that:

- a. The opportunities and products disclosed by the Disclosing Party are strictly **invitation-only** and not for general circulation or public marketing; and
- b. No Confidential Information relating to any such opportunities or products may be shared, forwarded, or otherwise disclosed to any third party (including any IFA, sub-introducer, client, or potential investor) unless and until such third party has executed a non-disclosure agreement in form and substance acceptable to the Disclosing Party or has otherwise agreed in writing to confidentiality and non-circumvention obligations no less protective than those set out in this Agreement.

2.2 The Receiving Party shall ensure that any permitted onward disclosure is preceded by the execution of such NDA or written undertaking and shall be responsible for any breach of this Agreement by any such third party as if it were the Receiving Party's own breach.

## 3. OBLIGATIONS OF CONFIDENTIALITY

3.1 The Receiving Party shall:

- a. Hold all Confidential Information in strict confidence and shall not disclose it to any third party except as expressly permitted under this Agreement or by prior written consent of the Disclosing Party;
- b. Use the Confidential Information solely for the Purpose and for no other purpose whatsoever;
- c. Protect the Confidential Information using at least the same degree of care it uses to protect its own confidential information of similar importance, and in no event less than a commercially reasonable standard of care;
- d. Not copy, reproduce, summarise, or distribute the Confidential Information, in whole or in part, except as strictly necessary for the Purpose and in accordance with this Agreement; and
- e. Immediately notify the Disclosing Party in writing upon becoming aware of any unauthorized use or disclosure of the Confidential Information.

## 4. NON-CIRCUMVENTION

4.1 The Receiving Party acknowledges that a core element of the Disclosing Party's business and commercial value lies in its relationships with product providers, issuers, arrangers, fund managers, and other sources of the investment opportunities, as well as with its clients, investors, and intermediaries.

4.2 The Receiving Party hereby agrees that it shall not, directly or indirectly, whether on its own behalf or on behalf of any third party:



# PRIVATE CREDIT OPPORTUNITIES NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

- a. Use the Confidential Information, including the identity or contact details of any product provider, issuer, arranger, fund manager, or other source, to approach, deal with, transact with, or invest with such parties in a manner that reasonably could have the effect of **circumventing** the Disclosing Party or depriving the Disclosing Party of any introductory, arrangement, or other agreed or customary fees, commissions, or economic benefits;
- b. Introduce any client, investor, IFA, or other party directly to the underlying product provider, issuer, arranger, fund manager, or source, except with the Disclosing Party's prior written consent and on terms agreed with the Disclosing Party;
- c. Encourage or permit any client, investor, IFA, or Representative to use the Confidential Information to bypass the Disclosing Party and transact directly with any product provider, issuer, arranger, fund manager, or source disclosed by or through the Disclosing Party.

4.3 Where the Receiving Party (including its clients, investors, IFAs, or other Representatives) enters into any transaction or investment with any product provider, issuer, arranger, fund manager, or other source disclosed by the Disclosing Party, the Receiving Party shall:

- a. Ensure that all such transactions are effected in a manner that fully preserves the Disclosing Party's entitlement to any referral, introductory, arrangement, or success-based fees or commissions; and
- b. Promptly pay or procure payment to the Disclosing Party of any such fees or commissions in accordance with the relevant introducer agreement, engagement terms, or the Disclosing Party's written instructions.

4.4 The obligations in this Clause 4 shall continue for a period of **three (3) years** from the Effective Date or for the duration of any ongoing transaction or relationship arising from the Purpose, whichever is later.

## 5 PERMITTED DISCLOSURES

5.1 The Receiving Party may disclose Confidential Information:

- a. To its Representatives who have a strict need to know such information for the Purpose, **provided that** such Representatives are bound by confidentiality and non-circumvention obligations at least as protective as those in this Agreement; or
- b. As required by any applicable law, regulation, or court or regulatory order, provided that (to the extent legally permitted) the Receiving Party gives the Disclosing Party prompt written notice of such requirement and reasonably cooperates with the Disclosing Party, at the Disclosing Party's cost, in seeking to limit, narrow, or protect the scope of any required disclosure.



# PRIVATE CREDIT OPPORTUNITIES NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

5.2 The Receiving Party remains fully liable for any act or omission of its Representatives that would constitute a breach of this Agreement if committed by the Receiving Party.

## 6. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

6.1 Upon the earlier of (a) the written request of the Disclosing Party, or (b) termination or expiry of this Agreement, the Receiving Party shall promptly:

- a. Return to the Disclosing Party or, at the Disclosing Party's election, securely destroy all Confidential Information (including all copies, extracts, summaries, and derivative works) in its possession or control; and
- b. Provide a written certification, signed by an authorized signatory, confirming such return or destruction.

6.2 Notwithstanding the above, the Receiving Party may retain one (1) archival copy of the Confidential Information solely for legal and regulatory compliance or evidentiary purposes, subject always to the confidentiality obligations set out in this Agreement.

## 7. REMEDIES

7.1 The Receiving Party acknowledges that any breach of this Agreement, including any breach of the confidentiality or non-circumvention obligations, may cause the Disclosing Party irreparable harm for which monetary damages may be an insufficient remedy.

7.2 Accordingly, in addition to any other rights and remedies available at law or in equity, the Disclosing Party shall be entitled, without the need to post bond or prove special damages, to seek and obtain immediate interim, injunctive, or equitable relief (including specific performance) to prevent or restrain any actual or threatened breach of this Agreement.

7.3 The Receiving Party shall be liable for all losses, damages, costs, and expenses (including reasonable legal fees) incurred by the Disclosing Party as a result of any breach of this Agreement by the Receiving Party or its Representatives.

## 8. TERM AND TERMINATION

8.1 This Agreement shall commence on the Effective Date and shall remain in effect for a period of **two (2) years** from the Effective Date, except that:



# PRIVATE CREDIT OPPORTUNITIES NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

- a. The obligations in Clause 4 (Non-Circumvention) shall survive for the period specified therein; and
- b. All confidentiality obligations with respect to trade secrets and commercially sensitive information shall survive for so long as such information remains confidential or a trade secret, as applicable.

8.2 Either Party may terminate this Agreement immediately upon written notice to the other Party in the event of a material breach by the other Party; provided that such termination shall not affect any accrued rights or obligations, including in respect of breaches occurring prior to termination.

## 9. NO LICENSE; NO OBLIGATION TO PROCEED

9.1 Nothing in this Agreement shall be construed as granting any license or other rights in or to the Confidential Information, except as expressly set out herein.

9.2 Nothing in this Agreement obliges either Party to proceed with any transaction, mandate, or business relationship, and each Party reserves the right, in its sole discretion, to terminate discussions at any time.

## 10. REMEDIES

10.1 This Agreement shall be governed by and construed in accordance with the laws of South Africa.

10.2 The Parties irrevocably submit to the exclusive (or non-exclusive, as preferred) jurisdiction of the courts of South Africa in respect of any dispute arising out of or in connection with this Agreement.

## 11. MISCELLANEOUS

11.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior or contemporaneous understandings, discussions, and agreements, whether oral or written.

11.2 **Amendments.** No amendment or modification of this Agreement shall be valid unless in writing and signed by duly authorized representatives of both Parties.



# PRIVATE CREDIT OPPORTUNITIES NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

**11.3 Assignment.** The Receiving Party may not assign, transfer, or novate any of its rights or obligations under this Agreement without the prior written consent of the Disclosing Party.

**11.4 Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall remain in full force and effect.

**11.5 Counterparts.** This Agreement may be executed in counterparts (including by electronic or digital signature), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first written above.

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\_\_\_\_\_

Disclosing Party:\_\_\_\_\_

Receiving Party:\_\_\_\_\_