



JWSPARKS.COM

Consent Form

Date:

Disclosing Party:

Receiving Party Details

Name:

Country:

Mobile: E-mail:

Intent of Use:

Receiving Party Consent

- Do you acknowledge that the information exchanged is confidential and should not be shared to any third party without prior written consent?
- Do you agree that any information shared 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:

Disclosure Party's Signature:

Date:

Date:



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No 44 Fernkloof Drive
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South Africa
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+31 6 27 3333 49
+27 7 91 3233 35
Email: john@jwsparks.com

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made effective as of

_____)
Date

1. DEFINITIONS

a) "Confidential Information" means any and all information disclosed by the Disclosing Party to the Receiving Party, whether orally, visually, or in writing, that is designated as confidential or that, under the circumstances surrounding disclosure, ought to be treated as confidential. This includes, but is not limited to, investment tips, property opportunities, product providers, client lists, financial data, business strategies, marketing plans, sales data, and any other information relating to the Disclosing Party's business, whether or not such information is marked or identified as confidential.

b) "Ownership of Introductions and Referrals" means all introductions, referrals, and investment opportunities provided by the Disclosing Party, including but not limited to property investments, product providers, and other business opportunities, are the sole property of the Disclosing Party. The Receiving Party shall not exploit, pursue, or enter into any agreement with any third party introduced by the Disclosing Party without the Disclosing Party's prior written consent. Any attempt to bypass the Disclosing Party or directly engage with introduced third parties shall be considered a material breach of this Agreement.

c) "Purpose" means the sole purpose of evaluating the potential business relationship between the Disclosing Party and the clients introduced by the Receiving Party as detailed in the Introducer Agreement.

2. OBLIGATION OF CONFIDENTIALITY

The Receiving Party agrees to:

- a) Hold the Confidential Information in strict confidence and not disclose it to any third party except as expressly permitted in writing by the Disclosing Party.
- b) Use the Confidential Information solely for the Purpose.
- c) Protect the Confidential Information from unauthorized access, use, or disclosure using at least the same degree of care that it uses to protect its own confidential information of similar nature.
- d) Not copy the Confidential Information except for internal use as necessary for the Purpose.



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3. NON-CIRCUMVENTION

The Receiving Party agrees not to circumvent, avoid, or bypass the Disclosing Party's involvement in any business relationship, transaction, or opportunity introduced by the Disclosing Party, including but not limited to property investments, product providers, or other investment opportunities. This restriction applies to any third party introduced by the Disclosing Party globally and shall remain in effect for a period of three years from the date of disclosure. Any attempt to circumvent the Disclosing Party shall be considered a material breach of this Agreement and shall result in immediate termination of this Agreement, as well as the payment of liquidated damages as outlined in Section 7.

4. NON-SOLICITATION

The Receiving Party agrees not to solicit, contact, or engage with any clients, wealth managers, or third-party providers introduced by the Disclosing Party for the purpose of bypassing the Disclosing Party or entering into any business relationship or transaction without the Disclosing Party's prior written consent. This restriction applies to any third party introduced by the Disclosing Party globally and shall remain in effect for a period of three years from the date of disclosure. Any attempt to solicit or engage with such parties shall be considered a material breach of this Agreement and shall result in immediate termination of this Agreement, as well as the payment of liquidated damages as outlined in Section 7.

5. PERMITTED DISCLOSURE

The Receiving Party may disclose Confidential Information only:

- a) To its employees, agents, contractors, and advisors who have a need to know and who are bound by confidentiality obligations at least as restrictive as those in this Agreement.
- b) As required by law, provided that the Receiving Party promptly notifies the Disclosing Party of such requirement before disclosing the information and cooperates with the Disclosing Party to limit the scope of the disclosure.

6. RETURN OF CONFIDENTIAL INFORMATION

Upon termination of this Agreement or upon the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information in its possession or control, including all copies.



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7. LIQUIDATED DAMAGES

In the event of a breach of the Non-Circumvention or Non-Solicitation clauses of this Agreement, the Receiving Party agrees to pay the Disclosing Party liquidated damages in the amount of \$15 000 or 150% of the transaction value, whichever is greater, as a reasonable estimate of the damages incurred by the Disclosing Party due to such breach. In addition to liquidated damages, the Receiving Party shall reimburse the Disclosing Party for all legal fees, court costs, and other expenses incurred in enforcing this Agreement. The Disclosing Party shall also be entitled to recover any lost profits resulting from the breach.

8. INJUNCTIVE RELIEF

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party, for which monetary damages may not be a sufficient remedy. In addition to any other remedies available at law or in equity, the Disclosing Party shall be entitled to seek immediate injunctive relief, including temporary restraining orders and preliminary injunctions, to prevent or restrain any actual or threatened breach of this Agreement. The Receiving Party waives any requirement for the Disclosing Party to post a bond or other security in connection with such injunctive relief.

9. TERM AND TERMINATION

This Agreement shall remain in effect for a period of three years from the Effective Date. Either party may also terminate this Agreement immediately upon a material breach by the other party.

10. SURVIVAL

The obligations of confidentiality, non-circumvention, and non-solicitation set forth in this Agreement shall survive the termination of this Agreement for a period of 3 to 5 or the maximum period permitted by law in the relevant jurisdiction, whichever is shorter.

11. GOVERNING LAW AND JURISDICTION

"This Agreement shall be governed by and construed in accordance with the laws, depending on the location of the Disclosing Party and the Receiving Party. Any disputes arising out of or in connection with this Agreement shall be exclusively resolved in the courts of South Africa, and the parties hereby submit to the jurisdiction of such courts. In the event of a dispute involving parties in both South Africa, the parties agree to resolve the dispute in the jurisdiction of the Disclosing Party."



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12. SEVERABILITY

"If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid, illegal, or unenforceable provision shall be deemed modified to the extent necessary to make it valid, legal, and enforceable."

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

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

Receiving Party: _____

Disclosing Party: John Sparks