

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (*"Agreement"*)

This Agreement is entered into by and between:

CANNEXUS HOLDING (PTY) LTD

Registration Number: 2023/240102/07

Registered Address: Plot 10 Hills and Dales, Lanseria, Krugersdorp, Gauteng, 1739

(Hereinafter referred to as "Cannexus Holding" or "Disclosing Party")

acting on behalf of itself and the following subsidiaries, present and future:

Cannexus Commerce (Pty) Ltd, Registration No. 2025/060836/07

Cannexus Hub Table View (Pty) Ltd, Registration No. 2025/182255/07

Any other entity majority-owned or controlled by Cannexus Holding

and

Company name:_____

Registration Number:_____

CEO Name:_____ **ID Number:**_____

Registered Address:_____

(Hereinafter referred to as "the Recipient")

Effective Date:_____

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1. RECORDAL

Whereas:

- 1.1. Cannexus Holding (Pty) Ltd, acting as principal on behalf of its subsidiaries, affiliates, trading divisions, and associated platforms, including but not limited to Cannexus Commerce (Pty) Ltd and Cannexus Hub Table View (Pty) Ltd, (collectively referred to as “*Cannexus*”), offers regulatory technology, platform services, operational training, and commercial enablement across the South African medical cannabis and allied healthcare ecosystems.
- 1.2. In furtherance of its commercial strategy, Cannexus may introduce the Recipient to proprietary frameworks, regulated supply chains, curated supplier or customer networks, platform functionalities, pricing models, and embedded know-how via one or more of its operating divisions, representatives, or sales agents.
- 1.3. Cannexus may also disclose Confidential Information to the Recipient for the purposes of:
 - 1.3.1. Assessing the viability of a commercial transaction, vendor relationship, software integration, training provision, sales engagement, or strategic partnership;

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- 1.3.2. Facilitating regulated engagements on behalf of patients, licensed professionals, service partners, or upstream regulators (“Disclosure Purpose”).
- 1.3.3. Confidential Information under this Agreement includes all written, oral, electronic, strategic, commercial, operational, legal, technical, financial, or digital data disclosed by Cannexus, including via its board members, directors, shareholders, employees, consultants, contractors, sales representatives, or any authorized delegate, regardless of form, and whether disclosed before or after the Effective Date.
- 1.3.4. The Parties acknowledge that such Confidential Information forms a core part of Cannexus’ enterprise value, regulatory credibility, and competitive position, and that any unauthorised disclosure or misuse may cause Cannexus irreparable harm, for which damages may be inadequate.
- 1.3.5. Accordingly, the Parties enter into this Agreement to ensure that all Confidential Information, including that disclosed via **field agents, direct sales personnel, onboarding consultants, or platform-integrated partners**, is safeguarded under binding legal obligation.

2. DEFINED TERMS

2.1. In this Agreement, unless the context indicates otherwise, the following terms shall have the meanings assigned to them below:

2.1.1. **"Agreement"**: this Confidentiality and Non-Disclosure Agreement, including all annexures and referenced schedules.

2.1.2. **"Business Day"**: any day other than a Saturday, Sunday, or official public holiday in the Republic of South Africa.

2.1.3. **"Cannexus"**: Cannexus Holding (Pty) Ltd, Registration No. 2023/240102/07, together with its subsidiaries, trading divisions, and affiliated entities, including but not limited to Cannexus Commerce (Pty) Ltd and Cannexus Hub Table View (Pty) Ltd;

2.1.4. **"Client"**: any past, present, or prospective client, partner, supplier, regulator, or business contact of either Party whose identity or details are shared under this Agreement.

- 2.1.5. **"Confidential Information"**: all information (whether commercial, technical, regulatory, clinical, legal, operational, or strategic in nature) disclosed directly or indirectly by the Disclosing Party, including via its directors, employees, consultants, contractors, sales representatives, or agents, regardless of form, format, or medium, that is not publicly available or that has been designated as confidential, including Trade Secrets;
- 2.1.6. **"Disclosing Party"**: the Party (or any division thereof) disclosing Confidential Information under this Agreement.
- 2.1.7. **"Disclosure Purpose"**: the exploration, assessment, negotiation, or implementation of any commercial relationship, operational integration, regulated service engagement, or mutual opportunity presented by Cannexus.
- 2.1.8. **"Parties"**: Cannexus and the Receiving Party collectively, and "Party" means either of them.
- 2.1.9. **"Receiving Party"**: the Party (or its representatives) receiving Confidential Information from the Disclosing Party.

- 2.1.10. **"Related Party"**: any director, employee, contractor, professional advisor, sales agent, affiliate, consultant, or service provider of the Receiving Party, and sales representatives, whether formally engaged or acting under the Receiving Party's instruction.
- 2.1.11. **"Sales Representative"**: any employee, intermediary, contractor, or third-party platform consultant authorised by Cannexus to promote, represent, or facilitate regulated service access or business development activities under its brand.
- 2.1.12. **"South Africa"**: the Republic of South Africa.
- 2.1.13. **"Third Party"**: any legal or natural person who is not a Party or a Related Party.
- 2.1.14. **"Trade Secrets"**: technical, financial, or operational information relating to the business or commercial model of either Party, including, without limitation, pricing strategies, clinical protocols, digital platform architecture, supplier or patient lists, business connections, IP rights, training materials, or methodologies not readily available to competitors in the ordinary course of business.
- 2.1.15. **"Written Undertaking"**: a non-disclosure commitment, in a form prescribed by the Disclosing

Party, signed by a Third Party or Related Party,
binding such party to this Agreement.

- 2.2. In this Agreement, unless inconsistent with the context:
- 2.2.1. references to any gender include the other genders.
 - 2.2.2. the singular includes the plural and vice versa.
 - 2.2.3. references to a person include natural and juristic persons.
 - 2.2.4. clause headings are for reference only and shall not affect interpretation.
- 2.3. Unless specifically otherwise provided herein, any number of days prescribed in this Agreement shall be determined by excluding the first and including the last day, or where the last day falls on a non-Business Day, the next succeeding Business Day.
- 2.4. The headings in this Agreement are for reference purposes only and shall not affect its interpretation.
- 2.5. This Agreement shall be governed by, and interpreted in accordance with, the laws of the Republic of South Africa.

3. DISCLOSURE OF INFORMATION

- 3.1. *Cannexus Holding (Pty) Ltd*, acting on behalf of itself and its subsidiaries, affiliated platforms, and authorised representatives (collectively referred to as “Cannexus”), may disclose Confidential Information to the Recipient in connection with commercial, technical, operational, regulatory, or platform-based engagements forming part of the Disclosure Purpose.
- 3.2. The Recipient acknowledges that all Confidential Information, whether originating from Cannexus, **Cannexus Commerce**, **Cannexus Hub Table View**, or any director, employee, contractor, or sales representative acting on behalf of Cannexus is proprietary and strategically material to Cannexus’ group identity, commercial model, and regulated operations.

4. OBLIGATIONS OF THE RECEIVING PARTY

- 4.1. The Recipient undertakes, subject to Clause 7:
- 4.1.1. to keep all Confidential Information strictly confidential and not disclose it to any Third Party or unauthorised Related Party;

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- 4.1.2. not to copy, replicate, reverse-engineer, exploit, or use the Confidential Information for any purpose outside the scope of the Disclosure Purpose, without prior written authorisation from Cannexus;
- 4.1.3. not to disclose the Confidential Information to any Third Party, including clients, competitors, service providers, or regulators, without Cannexus' express written approval and the execution of a Written Undertaking by such Third Party;
- 4.1.4. to acknowledge that the unauthorised use or disclosure of any Cannexus-related Confidential Information may result in irreparable reputational, commercial, and regulatory harm to the Cannexus Group;
- 4.1.5. to ensure that any Related Party, including sales representatives, onboarding specialists, platform agents, or consultants engaged by the Recipient, is adequately briefed and **contractually bound** to the same standard of confidentiality and non-use as imposed under this Agreement.

4.2. The Recipient hereby indemnifies and holds harmless *Cannexus Holding (Pty) Ltd*, its subsidiaries, directors, and associated entities against all losses, claims, damages, or liabilities

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(whether direct or consequential) arising from a breach of this Agreement, including those committed by any Related Party.

- 4.3. The Recipient acknowledges that monetary compensation may be insufficient to address the harm caused by a breach and that Cannexus shall be entitled to seek injunctive or equitable relief in any competent court without the necessity of proving actual damages or furnishing security.

5. STANDARD OF CARE

- 5.1. The Recipient agrees to handle, store, and safeguard all Confidential Information disclosed by Cannexus using the **highest level of care reasonably possible**, and at a minimum, the same measures it applies to its own confidential or commercially sensitive data. This includes technical, procedural, contractual, and access-control safeguards sufficient to prevent unauthorised access, disclosure, alteration, or loss.

6. EXCEPTIONS

- 6.1. The foregoing obligations shall not apply where:
- 6.1.1. the Confidential Information becomes lawfully available in the public domain through no breach of this Agreement;

- 6.1.2. the Confidential Information was known to the Recipient prior to its receipt from Cannexus, or lawfully received from a source not subject to obligations of confidentiality, as evidenced by written records; or
- 6.1.3. the Confidential Information is required to be disclosed by law, regulation, or valid court order, provided that:
- 6.1.4. the Recipient, to the extent permitted by law, provides prompt written notice to Cannexus prior to such disclosure, affording Cannexus the opportunity to seek protective legal remedies; and
- 6.1.5. the Recipient discloses only the specific portion of Confidential Information that is legally required, and uses reasonable efforts to maintain confidentiality thereafter.

7. DISCLOSURE AND USE BY RELATED PARTIES

- 7.1. The Recipient may disclose the Confidential Information only to a Related Party, and only where such access is reasonably necessary to fulfill the Disclosure Purpose, provided that the Recipient:

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- 7.1.1. informs such Related Party, including consultants, contractors, or **sales representatives**, of the confidential nature of the information and their obligation to protect and use it in a manner fully consistent with the terms of this Agreement; and
- 7.1.2. upon written request by Cannexus, takes all reasonable steps to procure that such Related Party executes a Written Undertaking in the format prescribed by Cannexus.
- 7.1.3. The Recipient shall apply the **same standard of care** as set out in Clause 5, and no less than reasonable care, to prevent unauthorised access, disclosure, or misuse of Confidential Information by any Related Party.

8. RETURN OR DESTRUCTION OF INFORMATION

- 8.1. Cannexus may at any time, in its sole discretion, direct the Recipient to return all Confidential Information received, whether in physical, electronic, or any other form, and the Recipient shall do so without delay.
- 8.2. Alternatively, Cannexus may instruct the Recipient to permanently destroy all such Confidential Information and provide a **written certificate of**

destruction, signed by an authorised officer, confirming that no copies (digital or physical) are retained.

8.3. From the date of such return or destruction, the Recipient shall make no further use of the Confidential Information and shall not reconstruct or reverse-engineer any derivative knowledge, model, or reference.

8.4. The Recipient shall comply with such request within **seven (7) Business Days** of receipt thereof.

9. **EXCLUSION OF RIGHTS AND LIABILITY**

9.1. The disclosure of Confidential Information shall not be construed as conferring any license, right of use, or ownership in respect of any intellectual property or proprietary information of Cannexus or its subsidiaries.

9.2. All information is provided "as-is", and Cannexus does not make any representation or warranty as to the **completeness, accuracy, or fitness for purpose** of such Confidential Information, whether oral or written.

9.3. The Parties acknowledge that no liability shall arise for any reliance on the Confidential Information by the Recipient or any Related Party, unless such liability is established under applicable South African law.

10. **NON-CIRCUMVENTION**

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10.1. The Recipient undertakes not to directly or indirectly circumvent Cannexus, or any of its directors, subsidiaries, clients, introducers, or commercial agents, by initiating or attempting to initiate **any engagement, transaction, or strategic relationship** with a party introduced by Cannexus, unless with Cannexus' written consent.

10.2. The Recipient further agrees that all referrals, introductions, and commission structures shared or facilitated by Cannexus, including those via its subsidiaries or agents, shall be treated as Confidential Information and may not be disclosed or bypassed for the Recipient's independent gain.

11. REPRESENTATIONS AND WARRANTIES

11.1. Each Party represents and warrants that it has the full power and legal authority to enter into this Agreement and to fulfil its obligations hereunder. Each Party further warrants that its signatory is duly authorised to execute this Agreement on its behalf.

11.2. The Disclosing Party warrants that, to the best of its knowledge and belief, the disclosure of Confidential Information pursuant to this Agreement does not infringe the intellectual property rights or contractual obligations of any Third Party.

- 11.3. The Disclosing Party indemnifies and holds harmless the Receiving Party against any liability, loss, or claim by a Third Party arising solely from a breach of Clause 11.2, unless caused or contributed to by the Receiving Party.

12. ADDITIONAL ACTION

- 12.1. Each Party shall execute, deliver, and cause to be executed or delivered any documents and perform such further acts as may be reasonably required to give full effect to this Agreement and the intentions of the Parties as expressed herein.

13. NOTICES AND DOMICILIUM

- 13.1. For the purposes of this Agreement, including the giving of notices and service of legal process, each Party selects as its domicilium citandi et executandi ("Domicilium") its physical address set out in clause 2, situated within the Republic of South Africa.

- 13.2. A notice or other communication under this Agreement shall be valid only if in writing and:

- 13.2.1. delivered by hand during Business Hours, deemed received on the date of delivery;

13.2.2. sent by pre-paid registered post with proof of dispatch deemed received within seven (7) Business Days of posting;

13.2.3. transmitted by telefax with proof of transmission — deemed received on the next Business Day following successful transmission.

13.3. A Party may change its Domicilium address or telefax number by written notice to the other Party, effective seven (7) days after the receipt thereof.

13.4. Notwithstanding the above, any notice actually received by a Party shall be deemed valid, regardless of whether it was delivered in accordance with this clause.

13.5. The Parties acknowledge that while operational communication may occur by email, **formal notices, amendments, or variations to this Agreement may not be concluded via email**, unless specifically agreed in writing by authorised signatories.

14. SEVERABILITY

14.1. If any provision of this Agreement is held to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, such

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provision shall be severed to the extent of its invalidity, and the remainder of this Agreement shall remain in full force and effect. The Agreement shall be interpreted so as to preserve its original intent, as closely as possible.

15. ASSIGNMENT, CESSION AND DELEGATION

15.1. Neither Party may assign, cede, delegate, or otherwise transfer any rights, obligations, or interests under this Agreement, in whole or in part, without the prior written consent of the other Party. Such consent shall not be unreasonably withheld or delayed.

16. RELAXATION

16.1. No leniency, indulgence, or extension of time granted by one Party (the “grantor”) to the other shall constitute a waiver of any of the grantor’s rights under this Agreement, nor shall it prevent or limit the exercise of those rights at any future time.

17. WAIVER

17.1. No waiver by either Party of any right or remedy arising from a breach of this Agreement shall be effective unless in writing. A

waiver shall apply only to the specific instance and shall not operate as a waiver of any subsequent breach.

18. GENERAL CONDITIONS

18.1. Each Party warrants that it possesses the requisite authority to enter into this Agreement and to do so on behalf of its holding, subsidiary, associated, or group companies where applicable.

18.2. This Agreement constitutes the entire understanding between the Parties regarding the protection, use, and non-disclosure of Confidential Information, and supersedes all prior agreements, proposals, discussions, or communications, whether oral or written, relating to the same subject matter.

18.3. No waiver, variation, amendment, or modification of this Agreement, including this clause, shall be valid unless reduced to writing and signed by duly authorised representatives of both Parties.

Dated aton this theday of2025

As Witnesses:

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2. _____

Cannexus (Pty) Ltd
Duly represented by George
Guido Strohmaier

Dated aton this theday of
.....2025

As Witnesses:

2. _____

Duly represented by _____

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