

CONFIDENTIALITY AGREEMENT

Between

and

LOW BUDGET LOANS (PTY)LTD

Registration number 2010/153052/23

Lombardy Business Park Suite 24

c/o Graham and Cole road

Shere AH

Pretoria

South Africa

(‘**Low Budget Loans**’)

In order to protect Confidential Information which may be disclosed by one party to the other and in consideration of the disclosure of such Confidential Information, the parties agree as follows:-

1. Definitions

” **Confidential Information**” is defined as all information, whether in writing or otherwise provided by a Discloser to a Recipient and all documents and computer records (including data, copies, models, reproductions and recordings) prepared by the Recipient which contain or reflect any such information. This shall include, without limitation, all information marked as confidential at the time of disclosure, either parties’ source material, software programs, user guides and other manuals, any business plan or proposals, the existence and contents of this Agreement and the nature and content of any discussions between the parties in relation to this Agreement.

”**Discloser**” shall mean a party to this Agreement that discloses Confidential Information.

”**Recipient**” shall mean a party to this Agreement that receives Confidential Information.

2. The Disclosing Party may from time to time disclose to the Receiving Party certain information, which is proprietary to the Disclosing Party and which relates to the Disclosing Party’s past and present business transactions and other Confidential Information as defined in clause 1. The

Confidential Information, which is sensitive in nature, is to be used by the Receiving Party exclusively for the purpose of evaluating a possible investment opportunity in Low Budget Loans.

3. The Receiving Party hereby agrees that the Confidential Information be disclosed to it and undertakes to keep the Confidential Information strictly confidential and save as set out below, undertakes not to use, sell, trade, publish or otherwise disclose the Confidential Information to any third party in any manner whatsoever, including by means of photocopy or reproduction or electronic means, without the Disclosing Party's prior written consent. The Receiving Party shall protect the confidential information disclosed hereunder using the same standard of care it applies to safeguard its own proprietary, secret or confidential information.
4. The Receiving Party's limited use and confidentiality obligations pursuant to this Agreement shall not apply to:
 - 4.1 Confidential Information that at the time of disclosure is, or after disclosure, falls in the public domain other than as a consequence of the Receiving Party's breach of this Agreement;
 - 4.2 Confidential Information that the Receiving Party can demonstrate was already known or otherwise available to it prior to the disclosure by the Disclosing Party;
 - 4.3 Confidential Information Rightfully acquired from a third party having an unrestricted legal right to disclose the same;
 - 4.4 Disclosure of the Confidential Information in terms of any law or under any court order, subpoena or discovery process provided that the Disclosing Party is to be notified as soon as possible to enable it to take steps to set such process aside.

Specific information received by the Receiving Party shall not be deemed to be within any of the above exclusions merely because it is embraced by more general information within one of said exclusions. In addition, any combination of features of the Confidential Information as a whole shall not be deemed to be within the exclusions merely because individual features are within the exclusions.

5. The Receiving Party may disclose the Confidential Information without the Disclosing Party's prior written consent to such of the employees, officers and advisors of the Receiving Party who have a clear need to know the same. The Receiving Party shall be responsible for ensuring that all persons to whom the Confidential Information is disclosed and / or all persons who have access to the Confidential information under this Agreement, are under obligation to obligate such persons to comply with the terms and conditions of this Agreement, but in any event the Receiving Party will remain responsible for any breach of this Agreement by said persons.
6. The Confidential Information shall remain the property of the Disclosing Party and the Disclosing Party may demand the return thereof at any time upon giving written notice to the Receiving Party. Within 5 days of receipt of such notice, the Receiving Party shall return all of the original Confidential Information and shall destroy all copies and reproductions (both written and electronic)

in its possession and in the possession of the employees, officers and directors to whom it was disclosed pursuant to this Agreement. Where the Receiving Party elects to destroy copies, it shall provide the Disclosing Party with a written statement to that effect.

7. The confidential and limited use obligations in terms of this Agreement shall be effective from the date of signature for a period of **2 (two) years**.
8. This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.
9. The Parties acknowledge that a breach of this Agreement could cause irreparable harm to the Disclosing Party which could not be fully compensated by monetary damages and; accordingly, the Parties agree that in addition to any and all remedies at law, the Disclosing Party shall be entitled to pursue all equitable remedies, including an order for specific performance and or interdictory relief, in the event of breach of any term of this Agreement. If any legal or other action or proceeding is brought to enforce the terms of this Agreement or because of an alleged dispute or breach in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and cost in connection with such action or proceeding, in addition to other recovery or relief.
10. Any dispute between the Parties in regard to any matter arising out of this Agreement or its interpretation or the Parties' respective rights and obligations under this Agreement, shall be submitted to and decided by arbitration. The arbitrator shall be a practicing senior counsel of not less than five years' standing and shall be agreed upon between the Parties, or failing agreement, shall be appointed by the chairperson for the time being of the Johannesburg Bar Council. The arbitrator shall be obliged to give reasons for any decision made by him in the course of the arbitration. Subject to the remaining provisions of this clause 10, the arbitration shall be held in accordance with the provisions of the Arbitration Act, 1965. Nothing in this clause 10 shall preclude any party from seeking any interim relief from any competent court having jurisdiction, pending the institution of any arbitration proceedings in terms of this clause 10.
11. No amendments, variation or substitutions of this Agreement shall be valid except if they are in writing and signed by a duly authorised representative of each of the Parties.
12. This Agreement comprises the entire agreement between the Parties with respect to the disclosure of the Confidential Information and supercedes and cancels all prior or oral, expressed or implied.
13. Each Party represents that it has the authority to enter into this Agreement and subsequent negotiations and can ensure fulfilment of its obligations in terms of this Agreement. All Confidential Information is disclosed AS IS and neither party makes any representations and / or warranties with respect thereto.

SIGNED for and behalf of

Name: _____

Signature: _____

Date: _____

Place: _____

SIGNED for and behalf of **LOW BUDGET LOANS (PTY) LTD**

Name: _____

Signature: _____

Date: _____

Place: _____