**Mutual Non‑Disclosure Agreement (NDA)**

**Effective Date:** [\_\_\_\_\_\_\_\_\_\_\_]

This Mutual Non‑Disclosure Agreement (the “Agreement”) is entered into by and between:

**1) Terra Vita Eco Farm & Retreats Pty Ltd**, incorporated in South Africa, principal place of business: [\_\_\_\_\_\_\_\_\_\_\_] (“Discloser/Recipient”).

**2) [Counterparty Legal Name]**, [jurisdiction], principal place of business: [\_\_\_\_\_\_\_\_\_\_\_] (“Discloser/Recipient”).

Each party may disclose to the other certain confidential information. The parties therefore agree as follows:

## 1. Purpose

The parties intend to explore a potential business and investment relationship concerning Terra Vita Eco Farm & Retreats, including financing, operations, ESG initiatives, product development, and related matters (the “Purpose”).

## 2. Confidential Information

“Confidential Information” means any non‑public information disclosed by either party, whether oral,  
visual, written, electronic, or in any other form, including but not limited to financial models,  
annexes, projections, business plans, investor materials, pricing, trade secrets, roadmaps, ESG  
data, and third‑party information the disclosing party is obligated to keep confidential.

## 3. Exclusions

Confidential Information does not include information that: (a) is or becomes public through no breach; (b) was known to the receiving party prior to disclosure; (c) is independently developed without use of the Confidential Information; or (d) is rightfully obtained from a third party without restriction.

## 4. Obligations

The receiving party will: (i) use the Confidential Information solely for the Purpose; (ii) not  
disclose it to any third party except to its Representatives who need to know and who are bound by  
obligations no less protective; (iii) protect it using at least reasonable care; and (iv) promptly  
notify the disclosing party of any unauthorized use or disclosure.

## 5. Security & Handling

The receiving party will implement reasonable technical and organizational measures to safeguard Confidential Information and will not de‑identify, reverse engineer, or attempt to derive source code or models from disclosures unless expressly permitted in writing.

## 6. Term & Survival

This Agreement commences on the Effective Date and continues for two (2) years, except that obligations of confidentiality and non‑use survive for three (3) years from the last disclosure. Trade secrets are protected for so long as they remain trade secrets under applicable law.

## 7. Compelled Disclosure

If the receiving party is required by law or court order to disclose Confidential Information, it will (to the extent legally permitted) provide prompt written notice and cooperate to seek protective treatment.

## 8. No License

No rights or licenses are granted by this Agreement except the limited right to use Confidential Information for the Purpose. All Confidential Information remains the property of the disclosing party.

## 9. Return or Destruction

Upon written request, the receiving party will promptly return or destroy Confidential Information and certify destruction, except for archival copies retained to comply with legal or compliance requirements.

## 10. Remedies

The parties acknowledge that unauthorized use or disclosure may cause irreparable harm, entitling the disclosing party to seek injunctive relief in addition to any other remedies at law or in equity.

## 11. Non‑Solicitation (Optional)

For twelve (12) months from the Effective Date, neither party will solicit for employment any employee of the other party with whom it had material contact in connection with the Purpose. General solicitations are excluded. (Strike if not required.)

## 12. Governing Law & Venue

This Agreement is governed by the laws of [choose jurisdiction, e.g., the Republic of South Africa or England & Wales], without regard to conflict of laws. The parties submit to the exclusive jurisdiction of the courts located in [\_\_\_\_\_\_\_\_\_\_\_].

## 13. Entire Agreement; Amendments

This Agreement constitutes the entire agreement regarding its subject matter and supersedes all prior or contemporaneous understandings. Any amendment must be in writing and signed by both parties.

## 14. Counterparts; Signatures

This Agreement may be executed in counterparts, including electronic signatures, each of which is deemed an original, together constituting one instrument.

*Agreed and accepted by the parties as of the Effective Date.*

Terra Vita Eco Farm & Retreats Pty Ltd

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Counterparty Legal Name]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_