CHANNEL/DYNAMIX

MUTUAL NON-DISCLOSURE AGREEMENT

Non-disclosure, non-solicitation and non-circumvention.

The mutual undertakings that protect both parties' information, people and relationships during the Solar Sales Project. Binding from signature, and signed alongside the proposed service level agreement.

BETWEEN

Ethereal Trading CC
trading as Channel Dynamix, Johannesburg

AND

Wetility
registered entity to be confirmed

wetility

Version v1.0 Date 30 October 2026 Status Binding on signature

00 The parties

	CHANNEL DYNAMIX	WETILITY
Name	Ethereal Trading CC t/a Channel Dynamix	
Registration number	2008/248139/23	
Address for legal notices	42 Homestead Road, Edenburg, Sandton	
Email for notices	sean@channeldynamix.co.za	
For the attention of	Sean McKenna	

Effective Date. Despite the date of signature, this agreement takes effect on 15 October 2026, the date on which the parties first exchanged information for the Purpose.

Purpose. To evaluate, negotiate and carry out the Solar Sales Project, under which Channel Dynamix generates, qualifies and sells residential solar customers for Wetility's subscription products, as set out in the proposed service level agreement between the parties (the **SLA**).

Information covered includes, without limitation:

- non-public commercial terms, pricing, fee structures and business models
- sales processes, quoting systems, scripts, campaign methods and lead qualification criteria
- customer, lead and status data, including personal information
- the identities, codes and performance of each party's staff, sales agents and field teams
- systems, tools, reports and operational details shared to run the project.

01 Introduction

1.1 The parties intend to negotiate and to share information concerning the Purpose. In doing so they will exchange confidential, proprietary and trade secret information about each other's business affairs. This agreement covers those exchanges.

1.2 This agreement is **binding on both parties from signature**. It applies whether or not the SLA is signed, and it doesn't oblige either party to sign the SLA or enter into any other transaction.

02 Discussions kept confidential

2.1 The parties treat their discussions in strict confidence and won't divulge the facts or content of those discussions, except as this agreement allows or as the parties agree in writing.

2.2 Each party keeps all information exchanged, whether oral or written, strictly confidential, and won't disclose it to any outside party without the other party's prior written consent.

03 Discloser and recipient

3.1 A party giving information is the **discloser**. A party receiving information is the **recipient**. Each party may be both.

04 What the information is

4.1 All information of any nature that the discloser makes available to the recipient in connection with the Purpose, whether oral, written or electronic, and whether or not marked as confidential, is the discloser's confidential, proprietary and trade secret information (the **Information**). The Information excludes:

4.1.1 information that is in the public domain when disclosed, or later enters it other than through a breach of this agreement

4.1.2 information the recipient can show it knew before disclosure, or later received lawfully from a third party entitled to share it.

4.2 All analyses, compilations, studies, reports and other documents prepared by the recipient that contain or reflect any of the Information (the **Reports**) are protected in the same way.

05 Confidentiality undertaking

5.1 Unless the discloser agrees otherwise in writing, the recipient holds the Information and the Reports in strict confidence and uses them only for the Purpose.

5.2 The recipient may disclose the Information and the Reports only to:

5.2.1 its own directors, employees, sales agents and professional advisers who need them for the Purpose

5.2.2 third parties evaluating a potential transaction involving the parties, who are bound by confidentiality terms materially similar to this agreement

provided that each of them is told beforehand that the Information is confidential, and the recipient makes no other use or disclosure of it. The recipient is responsible for any breach by a person it discloses to.

5.3 Personal information shared under the Purpose is processed lawfully under the Protection of Personal Information Act, 2013, only for the Purpose, and with appropriate security safeguards.

06 Proprietary rights

6.1 The Information stays the sole and exclusive property of the discloser. The recipient returns or destroys it at the discloser's written request and, if destroyed, confirms the destruction in writing within 7 days.

6.2 No licence or right of any kind, under any patent, copyright, trade mark, trade secret or otherwise, is granted by the discloser making the Information available, other than the limited right of use in this agreement.

6.3 If the recipient is legally compelled to disclose the discussions, the Information or the Reports, it notifies the discloser immediately and, at the discloser's cost, cooperates in contesting or otherwise dealing with the requirement.

07 Non-solicitation

7.1 Neither party will, directly or indirectly, entice, solicit, engage, approach, appoint, employ, offer to employ or offer to contract any individual who renders or has rendered services to the other party, including employees, sales agents, field agents and independent consultants, during the Solar Sales Project and for **12 months** after it ends for any reason, unless the other party agrees beforehand in writing.

7.2 A party that breaches clause 7.1 pays the other party, within 30 days of written notice, an amount equal to 25% of the gross annual remuneration of the individual concerned, as agreed pre-estimated damages. The parties agree that this amount is not out of proportion to the loss a party may suffer, and that it fairly covers the cost of recruiting and training a replacement.

08 Non-circumvention

8.1 During the Solar Sales Project and for **12 months** after it ends, neither party will, directly or indirectly, contact, deal with or become involved with any customer, agent or other party introduced, directly or indirectly, by or through the other party, in order to avoid paying fees, profits or other amounts due to the other party, without the other party's specific written approval.

8.2 Nothing in this clause limits either party's existing relationships, or its general marketing and outbound campaigns, where these don't rely on the other party's Information.

09 Relationship

9.1 The parties are independent businesses collaborating on the Solar Sales Project. Nothing in this agreement creates a partnership, joint venture, agency or employment relationship, and neither party can bind the other.

10 No waiver

10.1 No extension of time, latitude or indulgence given by one party, and no single or partial exercise of a right, is a waiver or novation of any right under this agreement, or stops a party from enforcing strict compliance with it at any time without notice.

11 No warranties

11.1 The discloser gives no representation or warranty that the Information is accurate, complete or correct. The recipient may not rely on it except as recorded in writing and signed by both parties, and the discloser has no liability arising from it.

12 Term

12.1 The confidentiality undertakings in clauses 2 to 6 remain binding for **24 months** from the date of signature by the last party to sign, or 12 months after the Solar Sales Project ends, whichever is later. They remain binding indefinitely in respect of annual financial statements and personal information.

12.2 Clauses 7 and 8 apply for the periods stated in them.

13 Law and general

13.1 This agreement is governed by the laws of the Republic of South Africa. The parties consent to the jurisdiction of the Gauteng Division of the High Court of South Africa, Johannesburg, for all matters arising from it.

13.2 This agreement is the entire agreement between the parties on its subject matter. No addition, deletion, amendment or variation is valid unless in writing and signed by both parties.

13.3 This agreement may be signed in counterparts and by electronic signature, each of which is an original, and together form one agreement.

8 Signatures

Signed in duplicate by the duly authorised representatives of the parties.

FOR CHANNEL DYNAMIX

Ethereal Trading CC

SIGNATURE

NAME AND TITLE

DATE

FOR WETILITY

Registered entity to be confirmed

SIGNATURE

NAME AND TITLE

DATE