**SCHEDULE "B": NON-DISCLOSURE AGREEMENT TRANSNET SOC Ltd REQUEST FOR QUALIFICATIONS**

**ESTABLISHMENT OF A ROLLING STOCK LEASING COMPANY**

**NON-DISCLOSURE AGREEMENT**

**[** 2025

**]**,

Transnet SOC Ltd

138 Eloff Street Johannesburg 2000 PSP@Transnet.net

**Re: Transnet – Request for Qualifications for the Establishment of a Rolling Stock Leasing Company**

**[NAME OF PARTICIPANT]** of **[ADDRESS OF PARTICIPANT]** (the "**Participant**") confirms its intention to participate in the request for qualification and proposal Procurement Process described in the Request for Qualifications issued 8 April 2025 (the "**RFQ**") by Transnet for the selection of a private sector partner for the Establishment of a Rolling Stock Leasing Company (**"LeaseCo**").

The Participant further confirms, acknowledges and agrees that:

1. The Participant has received the RFQ and is concurrently herewith submitting a Registration Form confirming its intent to participate in the Procurement Process.
2. In connection with the Participant’s participation in the Procurement Process, and in order to assist it in considering the potential opportunity to undertake the establishment and operations of the LeaseCo as described in the RFQ, Transnet will disclose and make available to the Participant information, materials and documents relating to the development of the LeaseCo and the business and affairs of Transnet.
3. All such information, materials and documents made available or provided by Transnet whether furnished before or after the date hereof, whether oral or written, and regardless of the manner it is made available or provided (including whether or not it is specifically described as being confidential), is of a confidential and proprietary nature and is referred to in this Agreement as "**Confidential Information**".
4. The Confidential Information includes, without limitation, all communications, whether written, electronically stored or delivered, or oral, of any kind between Transnet, or any of its representatives and the Participant, including all information, materials and documents contained or made available through Transnet, whether by way of a dedicated LeaseCo website, or otherwise, the electronic data room established by Transnet in respect of the Procurement Process, and any and all information reports, analyses, studies, compilations, forecasts and other material prepared by or on behalf of the Participant which contain or otherwise reflect such information.

In consideration of the opportunity to participate in the Procurement Process, the Participant hereby further agrees, acknowledges and confirms with Transnet as follows:

1. Non-Disclosure and use of Confidential Information

Except as required by law, the Participant shall:

* 1. keep all Confidential Information confidential and not disclose or reveal any Confidential Information to any person other than to the Participant’s directors, officers, employees, agents and representatives who are actively and directly participating in the Procurement Process or who otherwise need to know the Confidential Information for the purposes of the Procurement Process (collectively, the "**Participant's Representatives**") and to cause all such Participant’s Representatives to observe the terms of this Agreement;
	2. not use, or permit the use of, the Confidential Information for any purpose other than in connection with the Procurement Process, and without limiting the generality of the foregoing, not use, or permit the use of, the Confidential Information to obtain a competitive advantage over Transnet or any other person directly or indirectly, in any line of business in which either Transnet or the Participant is engaged;
	3. not (and the Participant shall cause the Participant’s Representatives to not) contact or attempt to contact any customer, supplier or employee of Transnet, any of their respective directors, officers, employees, agents and representatives or any other person having business relations with Transnet;
	4. not copy, reproduce or distribute, in whole or in part, any portion of the Confidential Information to any persons other than to the Participant’s Representatives or as otherwise permitted by Transnet hereunder, at any time without the prior written consent of Transnet; and
	5. not disclose to any person (other than to the Participant’s Representatives) any information about

the Procurement Process.

1. Liability for Breach

The Participant acknowledges, confirms and agrees with Transnet that any disclosure of any Confidential Information by the Participant or any of the Participant’s Representatives other than as specifically permitted hereunder, or any other breach of the terms of this Agreement by the Participant, or any of the Participant’s Representatives may result in substantial and irreparable damage and loss to Transnet and that the Participant shall remain solely responsible for and liable to Transnet for any damages, losses or liabilities arising from any breach of this Agreement by the Participant, or any Participant’s Representatives.

1. Disclosure Required by Law

In the event the Participant or any of the Participant’s Representatives are requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information or any other information concerning Transnet or the Procurement Process, the Participant agrees that it will provide Transnet with prompt written notice of such request or requirement in order to enable Transnet to seek an appropriate protective order or other remedy, to consult with the Participant with respect to Transnet taking steps to resist or narrow the scope of such request or legal process, or to waive compliance, in whole or in part, with the terms of this Agreement. In any such event the Participant will consent to Transnet obtaining any protective order or other appropriate remedy that Transnet may seek for the purpose of preventing disclosure of any of the Confidential Information. In the event that such protective order or other remedy is not obtained, or that Transnet waives compliance with the provisions of this Agreement, the Participant or the Participant’s Representatives shall furnish only that portion of the Confidential Information which the Participant is advised by written opinion of counsel is legally required and the Participant shall use reasonable best efforts to cooperate with Transnet to obtain a protective order and to ensure that all Confidential Information and other information that is so disclosed will be accorded confidential treatment.

1. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of South Africa. Each party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of South Africa with respect to any matter arising hereunder or in relation to this Agreement.

**[NAME OF PARTICIPANT]**

Per:

Authorized Signatory

Per:

Authorized Signatory

**Acknowledged and Agreed to as of the day of , 2025 by Transnet.**

Per:

Authorized Signatory