

RAMUS™ PIVOTFORGE

TRUST UNDERTAKING

A binding legal instrument — not marketing copy.

Personal liability • Perpetual confidentiality • Non-circumvention • Non-competition •
14-day data destruction

**PROVIDED PRIOR TO ANY EXCHANGE OF CONFIDENTIAL
INFORMATION**

This undertaking is signed by the Founding Practitioner of RAMUS™ PivotForge in his personal capacity before any documents are shared, any information is disclosed, or any engagement commences. It is enforceable under the laws of the Republic of South Africa.

RAMUS™ PivotForge • Gauteng, South Africa • ramus.co.za

RAMUS™ PIVOTFORGE TRUST UNDERTAKING

I, JURIE GROENEWALD, in my personal capacity and in my capacity as founding practitioner of RAMUS™ PivotForge, admitted attorney of the High Court of South Africa and accredited commercial mediator (DiSAC), hereby provide this binding undertaking in favour of the Instructing Professional identified below.

INSTRUCTING
PROFESSIONAL _____

MATTER
REFERENCE _____

DATE _____

RECITAL – UNLIMITED PERSONAL LIABILITY

The Founding Practitioner accepts unlimited personal liability under this Undertaking by design, not by oversight. This is not a negotiation position and no limitation of liability is offered. The purpose of this Undertaking is to provide the Instructing Professional with enforceable personal recourse in the event of any breach, on the principle that a practitioner who cannot personally guarantee confidentiality and non-circumvention should not be trusted with a matter.

1. DEFINITIONS

- 1.1 **“Confidential Information”** means all documents, data, information, communications, strategies, legal theories, commercial terms, financial data, client identities, party identities, and work product — in any form — received from, generated for, or relating to the Instructing Professional, the Instructing Professional’s client, or the matter, whether disclosed orally, in writing, electronically, or by any other means.
- 1.2 **“Client”** means any person, entity, or party that the Instructing Professional represents, advises, or acts for in connection with the matter, and any person, entity, or party identified in documents received during the Engagement.
- 1.3 **“Intelligence Pack”** means the analytical report and accompanying deliverables produced by RAMUS™ PivotForge for the Instructing Professional in connection with the matter.
- 1.4 **“Engagement”** means the period commencing when the Instructing Professional first shares information or documents relating to the

matter and ending 14 days after delivery of the final Intelligence Pack, or 14 days after earlier termination of the engagement for any reason, whichever occurs first.

2. NON - CIRCUMVENTION

- 2.1 I undertake that I will not, directly or indirectly, at any time during or after the Engagement:
- (a) approach, contact, solicit, canvass, or accept instructions or any engagement from the Client or any party identified in the Confidential Information;
 - (b) introduce, refer, or facilitate any introduction of the Client or any identified party to any third party for purposes related to the matter or for any other commercial, legal, or advisory purpose;
 - (c) use knowledge of the Client's identity, commercial position, strategic objectives, or transactional intentions gained through the Engagement for any purpose other than delivering the Intelligence Pack.
- 2.2 This non-circumvention obligation is perpetual and survives the termination or completion of the Engagement indefinitely.
- 2.3 For the avoidance of doubt, if the Client independently approaches RAMUS™ PivotForge without the involvement or knowledge of the Instructing Professional, I will immediately notify the Instructing Professional and will not accept the engagement without the Instructing Professional's prior written consent.

3. CONFIDENTIALITY

- 3.1 I undertake to treat all Confidential Information as strictly confidential and not to disclose, publish, communicate, or make available any Confidential Information to any person or entity for any purpose other than delivering the Intelligence Pack to the Instructing Professional.
- 3.2 I will not use any Confidential Information, or any knowledge derived from it, for my own benefit, for the benefit of any third party, or for any purpose unrelated to the specific Engagement.
- 3.3 I will not retain, copy, summarise, or incorporate any Confidential Information into any database, training set, knowledge base, research repository, or analytical tool — whether automated or manual — after completion of the Engagement and compliance with the data destruction obligation in clause 5.
- 3.4 The confidentiality obligation is perpetual and survives the destruction of documents and the completion of the Engagement indefinitely.

4. NON - COMPETITION ON THE MATTER

- 4.1 I undertake that I will not, at any time during or after the Engagement, act for, advise, provide intelligence to, or accept any engagement from:
- (a) any counterparty, opposing party, adverse interest, or co-party on the same matter;
 - (b) any party on any matter that is substantially related to or arises from the same facts, transaction, or dispute as the Engagement.
- 4.2 If I become aware of a potential conflict of interest before or during the Engagement, I will immediately disclose it to the Instructing Professional and will not commence or continue work until the conflict is resolved to the Instructing Professional's satisfaction.

5. DATA HANDLING AND DESTRUCTION

- 5.1 All Confidential Information received during the Engagement will be processed in accordance with the Protection of Personal Information Act 4 of 2013 and any applicable professional obligations.
- 5.2 Within 14 calendar days of delivery of the final Intelligence Pack, I will permanently destroy all Confidential Information in my possession, custody, or control — including all electronic copies, working files, drafts, notes, and communications — by secure deletion methods that render the information irrecoverable.
- 5.3 If the Engagement is terminated before delivery of the final Intelligence Pack for any reason, the 14-day destruction period commences from the date of termination and the same destruction obligation applies.
- 5.4 Upon request, I will provide the Instructing Professional with a signed Certificate of Destruction confirming compliance with this clause, specifying the date of destruction and the categories of information destroyed.
- 5.5 No Confidential Information will be retained for training, research, product development, benchmarking, or any other purpose beyond the specific Engagement.
- 5.6 I will not transmit Confidential Information to any third party, cloud service, or data processor without the Instructing Professional's prior written consent, except where reasonably necessary to deliver the Intelligence Pack and subject to equivalent confidentiality protections.

6. PERSONAL LIABILITY AND REMEDIES

- 6.1 This undertaking is provided by me in my personal capacity. It is not limited to or dependent upon any corporate entity, trading structure, or professional practice. No limitation of liability applies.
- 6.2 A breach of any obligation in this undertaking entitles the Instructing Professional to claim from me personally:

- (a) direct damages arising from the breach, including actual financial loss;
 - (b) proven consequential loss arising directly from the breach;
 - (c) reasonable legal costs incurred in enforcing this undertaking on an attorney-and-client scale.
- 6.3 The Instructing Professional shall be entitled to seek urgent interdictory relief to prevent or restrain any breach or threatened breach of this undertaking, without the requirement to prove actual damages as a precondition to such relief.
- 6.4 The remedies in this clause are in addition to, and not in substitution for, any other rights or remedies available to the Instructing Professional at law.

7. GENERAL

- 7.1 This undertaking is governed by the laws of the Republic of South Africa. The parties submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria.
- 7.2 This undertaking constitutes the entire agreement between the parties regarding confidentiality, non-circumvention, non-competition, and data protection for the Engagement. It may not be amended except in writing signed by both parties.
- 7.3 If any provision of this undertaking is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- 7.4 This undertaking applies to the specific Engagement identified in the details block above. A fresh undertaking is to be provided for each new engagement. No standing or blanket undertaking is given or implied.

SIGNATURE

SIGNED at _____ on this _____ day of
 _____ 20____

Signature:

Date:

JURIE GROENEWALD

Founding Practitioner — RAMUS™ PivotForge • Attorney of the High Court of South Africa • Accredited Commercial Mediator (DiSAC)

WITNESS 1

WITNESS 2

Full name

Full name

Signature

Signature

ACKNOWLEDGEMENT BY INSTRUCTING PROFESSIONAL

The Instructing Professional acknowledges receipt of this signed undertaking prior to the sharing of any Confidential Information, and accepts its terms as the basis on which the Engagement is to be conducted.

Signature:

Date:

INSTRUCTING PROFESSIONAL*Name, firm, and capacity to be completed*

This undertaking is provided in terms of the RAMUS™ PivotForge Trust Framework and is enforceable under South African law. A signed original is retained by RAMUS™ PivotForge. A signed copy is provided to the Instructing Professional on request. No Confidential Information is to be disclosed by the Instructing Professional until this undertaking has been signed by both parties.