PEA 2026 AWARDS

NOMINATION TEAM CONFIDENTIALITY AGREEMENT

1. Header Information

1.1 This Agreement is between Private Equity Africa of 20 to 23 Wenlock Road, London, UK ("We", "Us") and the Nomination Team participant who accepts this Agreement ("You"). The date of this Agreement is the date of Your acceptance by email.

2. Overview

2.1 We and You have agreed to carry out a project which will involve Us supplying to You information which is confidential to Us. We wish to protect Our interests in that information on the basis that We have verbally agreed, and which is explained in this written Agreement.

3. The Project

3.1 The Project is the 15th Annual Private Equity Africa (PEA) Awards 2026 and the Africa Investors Week events.

4. Confidential Information

4.1 "Confidential Information" means all information relating to Our business which is given to You in any way (including in writing or electronically) before or after the date of this Agreement, or which comes to Your knowledge in connection with the Project. This includes:

4.1.1 Information which is marked "confidential" when it is given to You or is obviously confidential when it is given to You;

4.1.2 Spoken information which We told You when We gave it to You was confidential;

4.1.3 Any note or record made by You of any spoken information which is confidential;

4.1.4 Any information obtained through discussions between the employees, contractors, agents and advisors of either Us or You or both of Us; and

4.1.5 Any copy of any of these sources of the Confidential Information.

5. Your Responsibilities

5.1 In return for Us giving You Confidential Information, You agree that:

5.1.1 You will keep the Confidential Information secret and confidential;

5.1.2 You will not give or allow the disclosure of any Confidential Information to anybody else;

5.1.3 You will not use the Confidential Information for anything except the Project;

5.1.4 You will not make any copies of the Confidential Information or You will only make the limited number of copies of the Confidential Information which are genuinely required for the Project; and

5.1.5 You will take all reasonable steps to ensure the confidentiality of the Confidential Information, which shall include putting in place appropriate electronic safeguards and encrypting or password protecting the Confidential Information before sending it to an authorised third party in accordance with Section 6 below.

6. Allowed Disclosures

6.1 Despite what it says in Section 5, You may give the Confidential Information to people who work for You or Your advisors if all of these conditions exist:

6.1.1 They genuinely need to receive the Confidential Information to enable You to carry out the Project successfully;

6.1.2 They have been informed by You that the Confidential Information is confidential and falls under this Confidentiality Agreement. You will make sure that they comply with Your responsibilities under this Agreement;

6.1.3 They have agreed with You in writing to keep the Confidential Information as confidential as You have; and

6.1.4 They have also agreed with You in writing to comply with Your responsibilities under this Agreement, and they have agreed that We will be able to enforce their agreement with You against them.

7. Disclosure to Courts

7.1 If You have to disclose Confidential Information by order of a court or other public body You may do so.

8. Exceptions to Confidentiality Responsibilities

8.1 Your responsibilities under Section 5 do not apply to Confidential Information that is known or becomes publicly known, other than because You or someone You gave the information to breached the terms of this Agreement.

9. Return of Information and What Happens After the End of the Agreement

9.1 If We ask You to, or at the end of this Agreement, You will:

9.1.1 Return to Us all the documents and any other material that contains any of the Confidential Information, including all copies made by anybody for You;

9.1.2 Permanently delete all electronic copies of Confidential Information from Your computer systems; and

9.1.3 Following the date of any termination of this Agreement, or any return of Confidential Information to Us, You will not make any further use of the Confidential Information; and Your responsibilities under this Agreement will continue.

10. Breach of Agreement

10.1 You understand and agree that any breach of this Agreement could cause serious damage to Us and that damages awarded by a court would not compensate Us. So, if there is a breach of this Agreement or You threaten to breach it You agree that We are entitled to ask a law court for an injunction against You.

10.2 You will reimburse Us for all costs or expenses which We have to pay because You breached this Agreement.

11. Protecting the Project

11.1 You agree not to work against Us in relation to the Project.

12. Data Protection

12.1 Each Party agrees that, where any Confidential Information contains personal data, they shall enter into a separate data protection agreement which complies with the current data protection laws in relation to the sharing and processing of that personal data.

13. General Terms

13.1 You agree that We have and will continue to have all rights of ownership in the Confidential Information.

13.2 This Agreement does not grant You any licence or rights in the Confidential Information.

13.3 We do not have to disclose to You, continue disclosing, or update any Confidential Information.

13.4 Neither of Us has to negotiate or continue negotiating with each other in respect of the Project. Either of Us may withdraw from such negotiations at any time without any responsibility apart from Your responsibilities in relation to the Confidential Information.

13.5 The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement or any breach of it.

13.6 If any such dispute cannot be settled amicably through ordinary negotiations between the Parties, or either or both is or are unwilling to engage in this process, either Party may propose to the other in writing that structured negotiations be entered into with the assistance of a fully accredited mediator before resorting to litigation.

13.7 Any dispute shall not affect the Parties' ongoing obligations under the Agreement.

13.8 This Agreement and any non-contractual obligations arising out of this Agreement will be interpreted in accordance with English law. If there are any disputes they may only be dealt with by the courts of England and Wales.

14. Acceptance by Email

14.1 Please read this Confidentiality Agreement and reply to the email in which it was provided with the statement: “I have read and agree to be bound by the terms of the attached PEA 2026 Awards Nomination Team Confidentiality Agreement.” Include Your full name in the reply.

14.2 Your email reply confirming acceptance constitutes Your acceptance of this Agreement. A handwritten signature, DocuSign signature or returned copy of the Agreement is not required.

14.3 When completing the Nomination Team registration form, You must confirm that You have read the Agreement and sent Your acceptance by email. PEA will retain the acceptance email as a record.