**NON DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (the "**Agreement**") is made and entered into as of **3rd of June, 2021** (the “Effective Date”),

BY AND BETWEEN

**Samuel Wanjiru** having the principal place of  **Nairobi, Kenya 00505** on its own behalf and on behalf of its affiliated companies.

AND

**Shiv Tutorials** having its principal place of business at **450 Park Ave South New York, NY 10016, United States** (referred to as “**Friendship Travel Agency**”) on its own behalf and on behalf of its affiliated companies,

(Each referred to as the “Parties” and each, a “Party”).

**WHEREAS**

Each Party (the “disclosing Party”) has agreed to disclose certain confidential and proprietary information to the other Party (the “receiving Party”) to protect any such information and for the purpose of exploring the eventuality and both Parties’ interests (the “**Evaluation**”) to enter into commercial collaboration for the supply and delivery of **parts, components, subassemblies, equipment and/or services** under terms and conditions to be mutually agreed (“the **Transaction**”).

Both  **Shiv Tutorials** consider their materials and information to be proprietary and have decided to enter into this Agreement to protect any such information.

**NOW IT IS HEREBY AGREED AS FOLLOWS**

1. The Agreement confirms the Parties’ agreement to maintain, with respect to the following provisions, the secrecy and confidentiality of certain proprietary and confidential information such as, but not limited to, specifications, data, drawings, operations, technical, commercial, financial information or documents of any kind and whatever nature, oral or written (collectively referred to as the “Information”) furnished by the disclosing Party (including its employees or representatives) to the other Party relating directly or indirectly to the Evaluation or coming to the receiving Party’s knowledge in connection with the Evaluation, with a determination by the receiving Party of the desirability and viability of entering into the Transaction with the disclosing Party. This Agreement and its content are also considered as confidential.

2. The Information shall be used solely for the purpose stated in Section 1 and shall not otherwise be used for the benefit of the receiving Party or others.

3. The Information shall not be copied or reproduced by the receiving Party without the express written permission of the disclosing Party, except for such copies as may be reasonably required for accomplishment of the Evaluation.

4. Each Party undertakes to inform its employees who need to know the Information of the confidential and proprietary nature of such information, provided that each Party is responsible for any potential disclosure by its employees.

5. Employee will be on probation for a month. **Salary Package offer $3,500 for the first month.** Should complete 40 hours a week, 4 weeks a month and must use Hubstaff wisely and accurately. If there's a need to add missed time, inform CEO for manual adding. For the second month offer will increase depending on the Probationary Employee’s work. Any extra fee, deductions or payments that will been charged to the Supplier will be reimbursed by the Company. Monthly bill for Azure, AWS and GCP will be covered by the Company moving forward. Raise for the Second Month will be based on how the Probationary Employee delivered and worked.

6. The obligations set forth above will not apply when, and to the extent that the Information:

* is already in the receiving Party's possession as of the date hereof as evidenced by written documents, or
* at the time of disclosure is generally available to the public as evidenced by generally available documents or publications through no fault of the receiving Party or breach of the obligation hereunder, or
* at the time of disclosure or thereafter becomes rightfully available to the receiving Party from a third party without secrecy or confidentiality restriction and who has obtained the Information through no fault of the receiving Party or breach of its obligations hereunder.

7. The receiving Party may disclose the Information to the extent required to comply with any applicable law, statute, regulation, order of any court, or governmental or administrative agency, of competent jurisdiction, provided however, in the event the receiving Party receives any such request or demand to disclose all or any part of the Information for any such reason, that the receiving Party promptly notifies the disclosing Party of the existence and terms of such request or demand and, at the request of the disclosing Party, shall cooperate with the disclosing Party to obtain a protective order or other appropriate remedy to maintain the confidentiality of the Information.

8. This Agreement will expire five (5) years from the Effective Date. However, either Party may terminate this Agreement at any time by giving thirty (30) days written notice of termination to the other Party. The Parties’ obligations of confidentiality and restrictions of utilization shall remain in force for a period of ten (10) years after expiration or termination of this Agreement.

9. Upon termination of this Agreement and upon written request of the disclosing Party, the receiving Party shall either return all copies of Information received under this Agreement to the disclosing Party or certify that all copies of Information have been destroyed.

10. All Information of any kind, including any patents, trademarks, trade secrets or other intellectual property rights, in whatever form, which is submitted by one Party to the other, shall remain the exclusive property of the disclosing Party. Except as expressly provided herein, no license or conveyance of any rights to either Party under any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property is granted or implied by the exchange of Information between the Parties.

11. No warranty, guarantee or representation is given hereunder by the disclosing Party as to the correctness, enforceability, validity or accuracy of any Information or of any result obtained or obtainable by the use of the Information. Neither Party or any of its affiliates or shareholders shall be liable in damages, of whatever kind, as a result of the other Party’s reliance on or use of the Information provided hereunder.

12. This Agreement shall not constitute, create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal to or perform a contract with the other Party. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both Parties. Neither Party will be liable to the other for any of the costs, expenses, risks, or liabilities arising out of the other’s efforts in connection with this Agreement.

13. Each Party shall advise the other Party of one person of its employees who will receive the Information exchanged pursuant to this Agreement. On the Effective Date of this Agreement, the following are so named:

For **Shiv Tutorials :**

**John T. Combs , CEO, +1 (408)-542-6291**.

For Employee: **Samuel Wanjiru**

14. Each Party shall not, without the other Party’s prior written consent, transfer this Agreement either in whole or in part.

15. The Parties and their employees shall not disclose any proprietary Information or other information furnished hereunder in any manner contrary to any concerned national norms, standards, legislations, regulations, by-laws, customs and, in general, relevant obligations in connection with the Agreement. Besides, the Parties and their employees shall not disclose any proprietary Information or other Information furnished hereunder in any manner contrary to the laws and regulations of the United States of America or any applicable non-U.S. export laws and regulations. The Parties acknowledge that these statutes and regulations impose restrictions on import, export and transfer to third countries of certain categories of data and articles, and that licenses from foreign authorities including, but not limited to, the French Ministry of Defense, or the US Department of State and/or the US Department of Commerce, may be required before such data and articles can be disclosed hereunder, and that such licenses may impose further restrictions on use and further disclosure of such data and articles.  Disclosure of such data and articles to foreign persons is subject to the above regulations regardless of whether the export occurs within the territory of one or both of the Parties or abroad. The Party required to obtain any required export license or authorization shall indemnify and hold the other Party harmless from all claims, demands, damages, costs, fines, penalties, attorneys’ fees and other expenses arising from failure to obtain such license or other authorization. The receiving Party shall obtain the written consent of the disclosing Party prior to exporting any technical data received from the disclosing Party.

16. This Agreement contains the entire understanding and agreement between the Parties hereto as to the subject matter hereof, and supersedes all prior or contemporaneous communication, agreements and understandings between the Parties, whether written or oral with respect to the disclosure and protection of Information relating to the purpose of this Agreement. The rights and obligations of the Parties shall be limited to those expressly set forth herein; and any modifications or amendments to this Agreement shall be effective only if in writing and signed by each of the Parties hereto.

17. The validity, construction and performance of the present Agreement shall be governed by and interpreted in accordance with the laws of **Illinois**. Any and all disputes with respect to the interpretation or other disputes between the Parties arising under or in connection with the Agreement, which disputes cannot be resolved by discussion between the Parties, shall be finally settled by the **Illinois** Court.

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For  **Shiv Tutorials**

**John T. Combs**

(Duly authorised officer acting on behalf of  **Shiv Tutorials )**

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**Samuel Wanjiru**

(Duly authorised Employee)