NON-DISCLOSURE AGREEMENT (NDA)

Advanced Process Management Methodology Development

PARTIES:
Disclosing Party:

SC KOOL TOOL SRL

Str. Campia Islaz, no. 149, Craiova, Dolj County, Romania
Trade Register: J16/1535/2005
Fiscal Code: RO17806329
Legal Representative: Luca Meggiolaro (Administrator)
Email: luca.meggiolaro@kooltool.eu
(hereinafter referred to as "**Company**")

Receiving Party:

Caufero

2 Ataa Odai Amewuda Str., GD-166-7475, Otanor, East Legon, Ghana
Fiscal Code: …..
Tel: (024) 925-2195, (020) 709-9840
Technical Lead: Osbert Yao Vulor
Legal Representative: Cyril Amegah
Email: cyrilamegah@gmail.com
(hereinafter referred to as "**Recipient**")

RECITALS

WHEREAS:
A) Company has developed a proprietary and revolutionary business process management methodology known as "**3P3 ENTITY**" framework, implementing the principle "**Everything is a Process**" with hierarchical DNA coding systems for infinite process traceability;
B) Company seeks to implement this methodology in a comprehensive FileMaker-based business management system and requires specialized technical development services;
C) Recipient is a registered software development company operating in Ghana, specializing in FileMaker solutions, and has expressed interest in providing development services for this highly innovative project;
D) The contemplated project involves disclosure of highly confidential and proprietary methodologies, algorithms, business processes, and technical specifications that represent significant competitive advantages and potential intellectual property rights;

E) The methodology has potential for broader market applications and future commercialization beyond the initial implementation;

F) Both parties wish to explore a potential collaboration while ensuring maximum protection of Company's proprietary intellectual property and confidential information;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

1.1 "Confidential Information" includes, but is not limited to:
- **Proprietary Methodologies:** The "3P3 ENTITY" framework, "Everything is a Process" principle, three-dimensional entity model (STR-REL-ETY), hierarchical DNA coding systems, and all related concepts, algorithms, and implementation strategies
- **Technical Specifications:** Process ontology frameworks, database architectures, system integration methodologies, and algorithmic implementations
- **Business Intelligence:** Process optimization insights, workflow automation logic, and business rule definitions
- **Implementation Details:** How philosophical concepts are translated into functional software code
- **Documentation:** All technical requirements, methodology overviews, process definitions, and system specifications
- **Future Plans:** Commercialization strategies, licensing opportunities, and market expansion plans
- **Existing Systems:** Current FileMaker implementations, Google Drive integrations, and all existing technical architectures

1.2 "Purpose" means the evaluation and potential development of a FileMaker-based system implementing Company's proprietary process management methodology.

1.3 "Work Product" means all code, documentation, designs, improvements, modifications, and derivative works created by Recipient in connection with this project.

2. CONFIDENTIALITY OBLIGATIONS

2.1 Non-Disclosure: Recipient agrees to:
- Maintain absolute confidentiality regarding all Confidential Information
- Not disclose any Confidential Information to third parties without prior written consent
- Use Confidential Information solely for the Purpose defined herein
- Implement security measures no less stringent than those used for its own confidential information

2.2 Reverse Engineering Prohibition: Recipient expressly agrees not to:
- Reverse engineer any proprietary methodologies or algorithms
- Attempt to recreate or duplicate the "3P3 ENTITY" framework for other clients
- Use knowledge gained from this project to develop competing solutions
- Create derivative methodologies based on Company's approaches

2.3 Specific 3P3 Restrictions: Recipient acknowledges and agrees not to:
- Develop, offer, or implement any business process management system based on three-dimensional entity models (STR-REL-ETY) for any third party
- Use hierarchical DNA coding concepts or "Everything is a Process" philosophy for other clients
- Apply the "1 Basic Process = 1 Table" design principle in other projects
- Implement similar ontological approaches to business workflow management

2.4 Employee/Contractor Obligations: Recipient shall ensure that all employees, contractors, and subcontractors:
- Are bound by confidentiality obligations equivalent to those herein
- Have legitimate need-to-know for their assigned responsibilities
- Are made aware of the highly confidential nature of the project

3. INTELLECTUAL PROPERTY PROTECTION

3.1 Work-for-Hire Assignment: All Work Product shall be deemed "work made for hire" and become the exclusive property of Company. To the extent any Work Product does not qualify as work made for hire, Recipient hereby assigns all rights, title, and interest therein to Company.

3.2 No Derivative Rights: Recipient acknowledges that it shall acquire no rights to:
- Create derivative works based on Company's methodologies
- Use similar approaches for other clients without explicit written permission
- Claim any ownership interest in the "3P3 ENTITY" framework or related concepts

3.3 Moral Rights Waiver: To the extent permitted by law, Recipient waives any moral rights in the Work Product.

3.4 Source Code Ownership: All source code, documentation, and technical materials created shall remain the exclusive property of Company.

4. RESTRICTIONS AND LIMITATIONS

4.1 Non-Compete (Project-Specific): During the term of this agreement and for 24 months thereafter, Recipient agrees not to:
- Develop similar process management methodologies for competitors
- Offer "process-centric" FileMaker development services using knowledge gained from this project
- Assist any third party in developing competing ontological business frameworks

4.2 Technology Isolation: Recipient agrees to:
- Maintain strict separation between this project and other client work
- Use dedicated development environments and resources
- Implement access controls to limit exposure to the minimum necessary personnel

4.3 Information Handling: All Confidential Information must be:
- Stored on secure, access-controlled systems
- Transmitted only through encrypted channels
- Marked clearly as "CONFIDENTIAL - KOOL TOOL PROPRIETARY"
- Returned or destroyed upon project completion or termination

5. FUTURE COLLABORATION FRAMEWORK

5.1 Partnership Potential: The parties acknowledge that successful completion of this project may lead to:
- Licensing agreements for broader market implementation
- Strategic partnership for joint market development
- Revenue-sharing arrangements for methodology commercialization

5.2 Right of First Refusal: Should Company decide to license the methodology for broader market applications, Recipient shall have a right of first refusal to serve as the exclusive implementation partner, subject to:
- Demonstrated technical competence in initial project
- Compliance with all confidentiality and IP protection requirements
- Mutually acceptable commercial terms

6. COMPLIANCE AND MONITORING

6.1 Audit Rights: Company reserves the right to:
- Audit Recipient's compliance with confidentiality obligations
- Inspect security measures and access controls
- Review work product and development methodologies

6.2 Compliance Reporting: Recipient shall provide quarterly compliance reports detailing:
- Personnel with access to Confidential Information
- Security measures implemented
- Any potential breaches or security incidents

7. INTERNATIONAL ENFORCEMENT

7.1 Governing Law: This Agreement shall be governed by Romanian law, while acknowledging the need for enforcement in both Romanian and Ghanaian jurisdictions.

7.2 Dispute Resolution:
- **Primary Jurisdiction:** Courts of Dolj County, Craiova, Romania, shall have exclusive jurisdiction
- **Alternative Enforcement:** Company may seek enforcement in Ghanaian courts for matters requiring local jurisdiction
- **Arbitration Option:** Disputes may be submitted to international arbitration under ICC Rules in Vienna, Austria
- **Expedited Relief:** Either party may seek injunctive relief in any court of competent jurisdiction

7.3 Service of Process: Recipient agrees to accept service of process through certified email and designated local agents.

8. REMEDIES AND ENFORCEMENT

8.1 Liquidated Damages:

- Any breach of confidentiality obligations shall result in immediate liquidated damages of €30,000
- Any violation specifically related to 3P3 methodology concepts or implementation for third parties shall result in additional damages of €30,000
- All damages are without prejudice to additional remedies

8.2 Injunctive Relief: Recipient acknowledges that breach would cause irreparable harm for which monetary damages would be inadequate, and Company shall be entitled to immediate injunctive relief.

8.3 Additional Remedies: Company reserves all rights to:
- Seek actual damages beyond liquidated amounts
- Pursue criminal prosecution where applicable
- Obtain accounting of profits from unauthorized use
- Demand destruction of all materials and work product

8.4 Cumulative Remedies: All remedies are cumulative and not exclusive.

9. TERM AND TERMINATION

9.1 Duration: This Agreement shall remain in effect for 4 years from the date of signing, with automatic renewal for subsequent 3-year periods unless terminated by either party with 180 days written notice.

9.2 Survival: The following provisions shall survive termination:
- Confidentiality obligations (perpetual)
- IP assignment and restrictions (perpetual)
- Non-compete provisions (24 months post-termination)
- Audit rights (3 years post-termination)

9.3 Return of Materials: Upon termination, Recipient shall immediately:
- Return all Confidential Information and materials
- Destroy all copies, notes, and derivative materials
- Provide written certification of compliance
- Submit to exit audit if requested

10. GENERAL PROVISIONS

10.1 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements.

10.2 Amendment: Modifications must be in writing and signed by both parties.

10.3 Severability: If any provision is deemed invalid, the remainder shall remain in full force and effect.

10.4 Assignment: This Agreement may not be assigned without prior written consent, except Company may assign to affiliates or successors.

10.5 Force Majeure: Neither party shall be liable for delays due to circumstances beyond their reasonable control.

10.6 Notices: All notices must be in writing and delivered to the addresses specified above.

11. ACKNOWLEDGMENTS

By signing below, Recipient acknowledges that:
- It has read and understood all provisions of this Agreement
- It recognizes the highly confidential and proprietary nature of the information to be disclosed
- It understands the potential for significant damages from any breach
- It has authority to bind its organization to these terms
- It agrees to execute any additional documents necessary to effectuate the intent of this Agreement

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EXECUTION

COMPANY: Kool Tool SRL	**RECIPIENT:** Caufero
Name: Luca Meggiolaro	Name:
Title: Legal Representative	Title: _____
Date: _____	Date: _____