



**igacode**



REPUBLIC OF RWANDA

## NON-DISCLOSURE AGREEMENT

By and between

**Jean Abayo**(name of the Disclosing party)

And

**Mukunzi Fabrice**(name of Receiving party)



**igacode**

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is entered into on this **16th, January 2024** by and between **Igacode**, located at **Kigali, Nyarugenge** ( the" Disclosing Party"), represented by Jean Abayo with Identification Number **1199680019943243** and Mukunzi Fabrice with Identification Number **1200480069133097** located at address **Kigali, Nyarugenge**

*WHEREAS* the Disclosing Party agrees to share certain proprietary information with the Receiving Party;

*IN CONSIDERATION* of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### Article One: Definition of Confidential Information

For purposes of this Agreement:

- (a) "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:
  - (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans, and performance results relating to the past, present, or future business activities of such party, its affiliates, subsidiaries, and affiliated companies;
  - (ii) plans for products or services, and customer or supplier lists;
  - (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
  - (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information, and trade secrets; and
  - (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable, or constitute a trade secret to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party, and



## **igacode**

that the Disclosing Party regards all of its Confidential Information as trade secrets.

Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:

- (i) was known by the Receiving Party before receiving the Confidential Information from the Disclosing Party;
  - (ii) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to the Disclosing Party to maintain confidentiality;
  - (iii) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement;
  - (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply before any disclosure is made; and
  - (v) is or has been independently developed by employees, consultants, or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information;
- (b) "Disclosing party" means a party that discloses Confidential Information under this Agreement.
- (c) "Receiving Party" means a party that receives Confidential Information under this Agreement.

### Article 2: Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party shall:

- (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents, or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose;
- (b) advise its Representatives of the proprietary nature of the Confidential Information and the obligations outlined in this Agreement and require such Representatives to keep the Confidential Information confidential;



## **igacode**

- (c) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its confidential information; and
- (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein). Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

### **Article 3: Use of Confidential Information**

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

### **Article 4: Compelled Disclosure of Confidential Information**

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information according to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or similar method, provided that the Receiving Party promptly notifies, the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or another appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request concerning the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party gives (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure.

The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party concerning any such request for a protective order or other relief. Notwithstanding the preceding, if the Disclosing Party cannot obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.



## **igacode**

### Article 5: Term of the Agreement

This Agreement shall remain in effect for the term of 90 days subject to extension if agreed. Notwithstanding the foregoing, the parties' duty to hold in confidence the Confidential Information that was disclosed during the term shall remain in effect indefinitely.

### Article 6: Remedies

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. In the event of litigation relating to this Agreement, the Disclosing Party shall be entitled to recover its reasonable attorney's fees and expenses.

### Article 7: Return of Confidential Information

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts, or derivative information deriving therefrom and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of an image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of:

- (i) the completion or termination of the dealings between the parties contemplated hereunder;
- (ii) the termination of this Agreement; or
- (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

### Article 8: Notice of Breach



## **igacode**

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

### Article 9: Warranty

The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for executing this agreement, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party nor to the other party's Representatives resulting from any use of the Confidential Information except concerning disclosure of such Confidential Information in violation of this Agreement.

### Article 10: Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes any prior or contemporaneous understandings and agreements, whether oral or written, between the parties, concerning the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

### Article 11: Language & Governing Law

#### (a) Language

All notices, correspondence, documentation, or communications of whatsoever nature, reports submitted or prepared under or in connection with this Agreement shall be in the English language.

#### (b) Governing Law



## **igacode**

- (i) “This Agreement shall be governed by and construed by the laws of the Republic of Rwanda.
- (ii) The Parties have further agreed that if the provisions of this Agreement are inconsistent with the effective laws of the Republic of Rwanda, the inconsistent provision shall be amended and brought in conformity with the law;
- (iii) The invalidity of one or more provisions or articles of this Agreement shall not invalidate any other provisions or the Agreement as a whole. Suppose a provision is found to be invalid or contravenes national legislation. In that case, the parties will agree on an amendment of the provision, and in the case of disagreement, the matter shall be referred to the Minister of Justice/Attorney General for legal advice. In case the matter is not resolved, it shall be submitted to the competent courts of Rwanda for an equitable solution

### **Article 12: No Waiver**

Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

### **Article 13: Severability**

If any provision or condition of the agreement is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Agreement.

### **Article 14: Enforceability**

Although the restrictions contained in this Agreement are considered by the parties to be reasonable for protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten, or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten, or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

### **Article 15: Notices**



## igacode

Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addresses as may be furnished by a party by this paragraph). All such notices or communications shall be deemed to have been given and received on the date of such delivery.

### Article 16: Assignment

This Agreement is personal, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns, and designees.

### Article 17: Amendment of the Agreement

No amendment of this agreement shall be valid until it is made in writing, is dated, and signed by duly authorized representatives from each party thereto.

### Article 18: Dispute Resolution (*choose the litigation or arbitration clause below*)

#### (a) Amicable solution:

Any dispute or differences between the parties arising out of this Agreement shall in the first instance be settled amicably by submitting such a dispute to a panel of senior representatives of the Parties to consider and resolve the Dispute. Each senior representative serving on such panel shall have full authority to settle the Dispute.

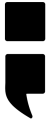
#### (b) Litigation:

"If the parties cannot settle the dispute amicably, the matter shall be referred to national courts of competent jurisdiction."

Or

#### (c) Arbitration:





## igacode

- (i) If the dispute cannot be amicably settled by the parties, the matter shall be referred to and finally resolved by arbitration following the Rules of the Government of Rwanda
- (ii) The seat of arbitration shall be in Kigali - Rwanda.
- (iii) The language of the arbitration shall be English.
- (iv) The award rendered by the arbitrator(s) shall be final and binding and shall be enforced by any Court of competent jurisdiction. The party seeking enforcement shall be entitled to an award of all costs incurred including legal fees to be paid by the party against whom enforcement is ordered.

### Article 19: Termination

This Agreement may be terminated from time to time provided such termination is done with prior notice of 30 days by either party given in writing. In the case of termination of this agreement, the obligations of non-disclosure of confidential information provided under this agreement shall survive the termination event.

### Article 20: Effectiveness

This Non-Disclosure Agreement shall be effective from the date of signature by both parties.

*IN WITNESS WHEREOF*, the parties thereof have executed this Agreement as of the date first mentioned above.

For and on behalf of Igacode

**Name:** Jean Abayo

**Title:** Founder and Instructor

**Name:** Mukunzi Fabrice

**Title:** Software Developer