

## Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the “Agreement”) is made and effective on {{Today\_Date}} by and between:

- {{Disclosing\_Party\_Name}}, a company incorporated under the laws of {{Disclosing\_Party\_Country}}, having its principal office at Block 2.5B, Kitisuru Road, Kitisuru, Nairobi, {{Disclosing\_Party\_Country}} (the “Disclosing Party”),
- {{Receiving\_Party\_Name}}, a company incorporated under the laws of {{Receiving\_Party\_Country}}, having its principal office at {{Receiving\_Party\_Office\_Address}}, {{Receiving\_Party\_Country}}, (hereinafter referred to as the “Contractor” or “Receiving Party”).

### 1. Purpose

The parties wish to engage in discussions relating to Renewable Energy Technologies (the “Authorized Purpose”). In connection with this Authorized Purpose, each party may disclose certain “Confidential Information” to the other.

### 2. Confidential Information

“Confidential Information” includes all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and any other information disclosed or submitted—whether orally, in writing, or by any other means—by one party to the other. No confidential data shall be posted online or shared through any public forum. Disclosure is voluntary.

### 3. Recipient’s Obligations

#### (a) Receiving Party’s Treatment of Confidential Information

- The receiving party agrees that all received Confidential Information is proprietary to the disclosing party (and, where applicable, its Manufacturer).
- The receiving party shall use Confidential Information only for the Authorized Purpose.
- The receiving party will not disclose, publish, copy, or otherwise reveal any Confidential Information to any third party without prior written consent from the disclosing party.

**(b) Disclosing Party' s Treatment of Confidential Information**

- The Disclosing Party agrees that all received Confidential Information is proprietary to the Receiving Party (and its associates, partners, or financial advisors).
- The Disclosing Party shall use Confidential Information only for the Authorized Purpose.
- The Disclosing Party will not disclose, publish, copy, or otherwise reveal any Confidential Information to any third party without prior written consent from the Receiving Party.

**(c) Tangible Confidential Information**

- Any Confidential Information furnished in tangible form shall not be duplicated.
- Upon request, the party in possession of tangible Confidential Information must return all copies—whether originals, reproductions, or other media—within **ten (10) days**.

**4. Term**

- The obligations under this Agreement shall be binding on each party for **three (3) years** from the date that party last discloses Confidential Information.
- These obligations survive any bankruptcy, receivership, assignment, attachment, or similar proceedings, and are not affected by rejection of contracts in bankruptcy or by a debtor-in-possession.

**5. No License**

Nothing in this Agreement grants any rights or licenses—express or implied—under any patent, trademark, copyright, or other intellectual property. Neither party may use Confidential Information to develop competing products or services.

**6. No Publicity**

Neither party shall disclose the existence, terms, or conditions of this Agreement—or the fact that discussions are taking place—to any third party without prior written consent from the other party.

**7. Governing Law and Equitable Relief**

- This Agreement shall be governed by and construed in accordance with the laws of Kenya.

- If either party breaches (or threatens to breach) this Agreement, the non-breaching party may seek equitable relief (such as injunctive relief) in addition to any other available legal remedies.

## 8. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding its subject matter and may only be modified by a written document signed by both parties.

## 9. No Assignment

Neither party may assign or transfer any rights or obligations under this Agreement without the other party's prior written consent.

## 10. Severability

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed, and the remainder of the Agreement shall remain in full force and effect.

## 11. Notices

All notices under this Agreement must be in writing and delivered personally, by certified mail (postage prepaid), by email, or via a recognized overnight delivery service.

### Addresses for Notice:

- {{Disclosing\_Party\_Name}},  
{{Disclosing\_Party\_Office\_Address}},  
{{Disclosing\_Party\_Postal\_Address}},  
{{Disclosing\_Party\_Email}},  
{{Disclosing\_Party\_Phone}}
- {{Receiving\_Party\_Name}},  
{{Receiving\_Party\_Office\_Address}},  
{{Receiving\_Party\_Postal\_Address}},  
{{Receiving\_Party\_Email}},  
{{Receiving\_Party\_Phone}}

## 12. No Implied Waiver

Failure by either party to insist upon strict performance of any term or condition of this Agreement shall not be construed as a waiver of that term or condition, or any right to enforce it in the future.

### 13. Headings

Headings are for convenience only and shall not affect the interpretation of any provision.

### 14. Non-Circumvention

#### (a) Receiving Party & Affiliates

For three (3) years after the effective date, the Receiving Party and its officers or directors shall not circumvent this Agreement by, for example:

- Contracting directly with any identified client of the Disclosing Party who has access to the Confidential Information;
- Hiring or contracting any present or future employee or independent contractor of the Disclosing Party;
- Contacting any manufacturer facilities to gain benefits of the Confidential Information.

#### (b) Disclosing Party & Affiliates

For **three (3) years** after the effective date, the Disclosing Party and its officers or directors shall not circumvent this Agreement by, for example:

- Contracting directly with any identified client of the Receiving Party who has access to the Confidential Information;
- Hiring or contracting any present or future employee or independent contractor of the Receiving Party;
- Contacting any manufacturer facilities to gain benefits of the Confidential Information.

### 15. Intellectual Property


Confidential Information may include (but is not limited to):

1. Inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing methods, R&D activities, computer programs and designs (including improvements, regardless of patentability)
2. Trade secrets and know-how
3. All copyrightable material conceived or developed
4. Trademarks and service marks
5. Financing models
6. Client information
7. Funding & partnership agreements
8. Marketing research
9. Databases of clients and contacts

16. All other intellectual property

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

Signature Page

Party	Company Name	Authorized representative	Title	Signature	Date Signed
Disclosing Party	{{Disclosing_Party_Name}}	{{Disclosing_Party_Authorized_Rep}}	{{Disclosing_Party_Authorized_Rep_Title}}		{{Today_Date}}
Receiving Party	{{Receiving_Party_Name}}	{{Receiving_Party_Authorized_Rep}}	{{Receiving_Party_Authorized_Rep_Title}}		