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Kacyiru

P.O.BOX: 191

Kigali, Rwanda



Oltranz Ltd

Mr/Miss,

A potential staff whose [Details Here] referred to herein below as “Contractual Potential Staff”)

and

Oltranz Ltd

A company registered in The Republic of Rwanda under enterprise code 103570546 and   
VAT nº: 103570546 (referred to herein below as “the Discloser”)

Preamble:

The Purpose: [Discloser] and the Contractual Partner are currently assessing a potential cooperation (referred to herein below as “Planned Collaboration”). For this purpose, each party will need to submit confidential information (Releasing Party) to the other party (Receiving Party), the confidentiality of which is important to the former.

Therefore, [Discloser] and the Contractual Partner agree as follows:

1. Contextual Information:

In the context of the Planned Collaboration, [Discloser] intends to disclose information (the Confidential Information) to [the Contractual Partner] for the purpose of assessing the possibility of entering into a joint venture (the Purpose). Inter alia, this Confidential Information may include (without limitation) all Confidential Information on [Discloser] and its affiliates, its suppliers and clients, concepts, strategies, ideas, developments, financial situation, employees, collaborations, know-how, computer programs and technical information (referred to herein below as “Confidential Information”).

The Confidential Information shall also include: -

* the fact that the parties are pursuing talks regarding the Planned Collaboration;
* the status and the details of such talks;
* the fact that the parties have submitted Confidential Information to each other;
* the existence of the present Non-Disclosure Agreement.

Any material defined as “Confidential Information” shall be so defined regardless

* of the manner in which it was made available to the Contractual Party, whether orally, in writing, electronically or in any other way;
* of whether the Confidential Information was designated or marked as “Confidential Information” (in this regard, it shall suffice that the Contractual Party is able to recognize such material as Confidential Information);
* of whether the Contractual Party was provided with such Confidential Information prior to the present Non- Disclosure Agreement having been signed or after signing.

1. Exception:

The term “Confidential Information” within the meaning of the present Non-Disclosure Agreement shall not include information that

* was already known to the Contractual Party on a non- confidential basis;
* the Contractual Party has obtained from a third party, provided that the Contractual Party was not aware or did not have constructive knowledge that
  1. the third party made available such information to the Contractual Party in violation of a confidentiality obligation;
  2. the third party was otherwise prohibited from making available such Confidential Information to the Contractual Party;
* was or becomes generally accessible to the public, unless it was made so generally accessible by unauthorized actions on the part of the Contractual Party;
* was rightfully developed by the Receiving Party without the use of the Confidential Information;

1. Intended Use

The Contractual Party hereby enters into obligation to use the Confidential Information obtained from [the Discloser] exclusively in the context of the Planned Collaboration and to make it available only to persons who need to be aware of it in the context of the Planned Collaboration, and who themselves are subject to a confidentiality obligation. The Contractual Party undertakes not to use the Confidential Information for any purpose except the Purpose, without first obtaining the written agreement of [the Discloser].

1. Protection Of Confidential Information:

The Contractual Party undertakes to keep the Confidential Information secure and not to disclose it to any third party [except to its employees [and professional advisers] who need to know the same for the Purpose, who know they owe a duty of confidence to the Discloser and who are bound by obligations equivalent to those in clause 3 above and this clause 4.

Furthermore each party shall protect the Confidential Information obtained in a manner that can be expected in the course of due and proper business relations; at the very least, however, the Contractual Party shall protect the Confidential Information received in the same manner as it protects its own confidential information.

Should the present Non-Disclosure Agreement have been violated, each party shall be entitled to claim from the other party compensation of the damages that it or its affiliates have suffered as a result of the violation.

1. Forwarding Information to Third Parties:

The Contractual Party shall not make accessible the Confidential Information received from [the Discloser] to any parties other than those listed in Clause 3. hereof, neither as a whole nor in part, without having obtained the consent of [the Discloser]. However, the Contractual Party shall be authorized to submit the Confidential Information to courts, authorities or stock exchanges should this have been demanded by a court, authority or stock exchange. In such event, the Contractual Party is to inform [the Discloser] of such instructions prior to making available any information, and the parties are to coordinate further procedure as regards the demand for such Confidential Information.

1. Licenses:

Neither this Agreement nor the supply of any information grants The Contractual Party any license, interest or right in respect of any intellectual property rights of the Discloser except the right to copy the Confidential Information solely for the Purpose.

The parties do not grant to each other any rights and/or licenses whatsoever regarding the information submitted. Unless otherwise agreed upon by the parties in writing, the Contractual Party accordingly may use such information exclusively for purposes of reviewing the Planned Collaboration.

1. Offer:

The fact that the Confidential Information is made available does not entail any obligation whatsoever to realize the Planned Collaboration, nor does it entail any request for proposals regarding the implementation of the Planned Collaboration.

1. Discontinuance:

Unless otherwise agreed upon by the parties in writing, the parties are entitled to at any time discontinue the negotiations with the other party regarding the Planned Collaboration, in which case the other party is not entitled to any claims in this regard (such as claims to compensation of damages or to reimbursement of its expenditures etc.).

1. Redelivery of Possession:

Each party is entitled, at any time, to demand that the other party redelivers possession of the Confidential Information. In such event, the Contractual Party shall be under obligation to surrender it to [the Discloser]. Any Confidential Information stored electronically is to be destroyed. The above shall not apply should this be prohibited by statutory obligations to keep records in safe custody or any orders issued in this regard by government authorities. In the event of justified cause, [the Discloser] shall be entitled to have an expert who is subject to professional secrecy review whether or not the Contractual Party has properly complied with its above obligations. Insofar, the Contractual Party shall be under obligation to grant access to such expert to its offices and operational spaces. The expert shall exclusively be authorized to inform [the Discloser] of whether or not the Contractual Party has properly complied with its above obligations.

1. Effectiveness:

The present Non-Disclosure Agreement shall enter into effect the moment it is signed by both parties.

1. Term:

The present Non-Disclosure Agreement is concluded for an indefinite period of time.

1. Written Form:

Any amendments and/or modifications of the present Non-Disclosure Agreement must be made in writing. This shall apply mutatis mutandis to any waiver of the present requirement as to the written form.

1. Sever-ability Clause:

Should one or several provision(s) of the present Non-Disclosure Agreement be or become invalid, this shall not affect the other provisions. The ineffective provision(s) shall be replaced, by way of an interpretation serving to complement the Agreement, by one or several provision(s) that attain as closely as possible the economic purpose pursued by the parties in establishing the ineffective provision(s). This shall apply mutatis mutandis to any omissions.

1. Place of Jurisdiction:

The sole and exclusive place of jurisdiction for any and all disputes arising from or in connection with the present Non-Disclosure Agreement shall be in Kigali, Republic of Rwanda. Any other concurrent place of jurisdiction is expressly excluded.

1. Applicable Law:

The present Non-Disclosure Agreement is governed by, and is to be construed in accordance with The Rwandese law. The Rwandan Courts will have non- exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

[If the Contractual Partner is an individual]

Signed and Delivered as a Deed by

……………………………………. Signature

……………………………………. Date

…………………………………….

In the presence of:

……………………………………. Signature of witness

……………………………………. Name of witness

…………………………………….

…………………………………….

……………………………………. Address of witness