**UNILATERAL NON-DISCLOSURE AGREEMENT**

THIS UNILATERAL NON-DISCLOSURE AGREEMENT (this “Agreement”) is entered into and effective as of \_\_\_\_\_\_\_\_\_\_\_, (the “Effective Date”), between ZOELF TECHNOLOGIES LTD a company incorporated in Rwanda (the “Company”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “Recipient”).

**Background.** Recipient and Company plan to enter into certain technical and business discussions relating to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. As such, Recipient may acquire or be exposed to proprietary or confidential information of the Company. The Parties have entered into this Agreement in order to protect rights with respect to any such information in accordance with the terms of this Agreement. The parties agree as follows:

1. **Confidential Information. “**Confidential Information” means all confidential and/or proprietary information disclosed or made available by the Company to Recipient, including but not limited to, (a) business plans, financial reports, financial data, employee data, customer lists, forecasts, strategies, and all other business information; (b) software or firmware code, product designs and/or specifications, algorithms, computer programs, mask works, inventions, unpublished patent applications, manufacturing or scientific know-how, specifications, technical drawings, diagrams, schematics, technology, processes; and (c) any other trade secrets, discoveries, ideas, concepts, know-how, techniques, materials, formulae, compositions, information, data, results, plans, surveys and/or reports of a technical nature or concerning research and development and/or engineering activity. Confidential Information may be that of the Company or of third parties to whom the Company has an obligation to treat the disclosed information as confidential. Confidential Information also includes copies, notes, abstracts and other tangible embodiments made by Recipient that are based on or contain any of such information, as well as the existence and progress of the Purpose (described in Section 4 below).
2. **Identification of Confidential Information.** Information will be considered to be Confidential Information and protected under this Agreement if it is identified as “confidential” or “proprietary” at the time of disclosure or if the information should reasonably be considered to be confidential or proprietary due to its nature or the context of its disclosure.
3. **Protection of Confidential Information.** Recipient acknowledges that the Company claims that its Confidential Information is a valuable and unique asset and agrees to the following:
4. For a period of seven years from first disclosure of or access to Confidential Information, Recipient:
5. will not disclose the Confidential Information to any third party;
6. will not disclose the Confidential Information to its employees unless the employees have a need to know the Confidential Information for the Purpose; and
7. will use the Confidential Information only for the Purpose and will not use it for any third party's benefit Recipient will use the same degree of care to protect the Confidential Information from unauthorized use or disclosure as it would use to protect its own information of a similar nature, but in no event with less than reasonable care.
8. Recipient's obligations under this Agreement with respect to particular information do not apply to the extent that:
9. the Company authorizes Recipient in writing to disclose such information;
10. Recipient knows such information at the time of disclosure by the Company, free of any obligation to keep it confidential, as evidenced by written records;
11. such information is or becomes generally known in the relevant industry without fault of Recipient;
12. Recipient independently develops such information without access to or use of the Confidential Information, as evidenced by written records; or
13. Recipient rightfully obtains such information from a third party who has the right to disclose it without violation of any confidentiality obligations.

However, even if certain information is already known, the Company's use of it (including the fact of the Company's use and the manner and results of use) may not be and thus would be considered to be Confidential Information. Confidential Information disclosed hereunder shall not be deemed to be within the foregoing exceptions merely because such Confidential Information is embraced by more general knowledge in the public domain or in Recipient's possession. In addition, no combination of features shall be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in Recipient's possession, unless the combination itself and its principles of operations are in the public domain or in Recipient's possession.

1. If Recipient is subject to judicial or governmental proceedings requiring disclosure of Confidential Information, then, prior to any such disclosure, Recipient will provide the Company with reasonable prior notice and will obtain, or provide the Company with an opportunity to obtain, a protective order or confidential treatment of the Confidential Information.
2. **Purpose.** Recipient may only use the Confidential Information of the Company for the limited purpose of evaluating \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Purpose”).
3. **Return of Confidential Information**. All Confidential Information furnished under this Agreement remains the property of the Company and will be returned to it or destroyed at its request. Within 30 days of receiving such a request from the Company, Recipient will comply with the request and provide a written certification, signed by an officer, of its compliance.
4. **No Inducement or Commitment**. The Company will determine in its sole discretion the information to be disclosed to Recipient. Neither the disclosure nor access to Confidential Information under this Agreement constitutes an inducement or commitment to enter into any business relationship. If the parties desire to pursue business opportunities, the parties will execute separate written agreement(s).
5. **Term & Termination.** This Agreement will be effective from the Effective Date and will continue until written notice of termination is provided by either party to the other. All provisions of this Agreement relating to Confidential Information disclosed pursuant to this Agreement prior to termination will survive.
6. **Assignment & Binding Effect.** Recipient may not assign this Agreement without the Company's prior written consent, except in connection with a transfer of all or substantially all of the business or assets of Recipient. Any assignment in violation of this Agreement will be void. This Agreement benefits and binds the parties to this Agreement and their respective successors and permitted assigns.
7. **Jurisdiction & Venue.** This Agreement will be governed by and construed in accordance with the laws of Rwanda. The parties consent to the exclusive jurisdiction and venue of the competent Courts of Rwanda in any action arising out of or relating to this Agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise.
8. **Severability.** If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
9. **Injunctive Relief.** Notwithstanding any other term of this Agreement, it is expressly agreed that a breach of this Agreement will cause irreparable harm to the Company and that a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, the Company will be entitled to any available injunctive and/or other equitable remedies in the event of any threatened or actual violation of any of the provisions of this Agreement.
10. **Attorneys Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and disbursements in addition to any other relief to which such party may be entitled.
11. **Notices.** Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be:  delivered in person, sent by first class registered mail, or air mail, as appropriate, or sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address as set forth below. Either party may change its address for notices by notice to the other party given in accordance with this Section. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.
12. **Counterparts; Facsimile/PDF Signatures**. This Agreement may be executed in two or more counterparts, and by facsimile signatures or portable document format (.pdf or similar format), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. **Entire Agreement.** This Agreement is the entire understanding, and supersedes any and all prior and contemporaneous agreements (oral or written), between the parties regarding this Agreement's subject matter. This Agreement will not be modified, and no provision will be waived, except by a writing that both parties sign. A party's failure to require performance will not affect the party's right to require such performance at any later time. IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed individually or by its respective duly authorized officer as of the date first written above.

ZOELF TECHNOLOGIES:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RECEPIENT:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_