**Non-Disclosure Agreement**

Between



DEVBRANCH PRIVATE LIMITED

Plot No 199/09, Zambezi Road, Lusaka-Zambia

**REG NO. /**

**(Disclosing Party)**

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And



# **ZAL ELEVATORS LIMITED**

3038 Makishi Rd, PO Box 31272Lusaka18540

**(Receiving Party)**

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1. INTRODUCTION

The parties have entered into negotiations and discussions with a view to the disclosing party providing the receiving party with confidential information as defined below:

2. CONFIDENTIAL INFORMATION

The information that is intended to be covered by this agreement shall include, without limitation unless such information is part of the public domain, any identities, addresses, telephone numbers, telefax and or facsimile numbers of employees, agents, brokers, principals, investors, manufacturers, clients, suppliers, financial institutions, any technical information, designs, concepts, ideas, written material, printed material, material via e-mail, or any other documentation, commercial information, know how, trade secrets and processes, communicated to the receiving party by the disclosing party or acquired by the receiving party from the disclosing party during the course of the negotiations and discussions past, present and future, referred to in Clause 1 as well as in the conclusion or implementation of any agreement concluded between the parties. All such information collectively shall be referred to in this agreement as the “confidential information”.

3. CONFIDENTIALITY UNDERTAKING

The receiving party acknowledges that the confidential information is a valuable, special and unique asset belonging to the disclosing party and accordingly that it is of the utmost importance to the disclosing party that the confidential information not be used to advance the interests of any persons other than the disclosing party. In view thereof, the receiving party undertakes that:

3.1 It will not without prior written consent from the disclosing party:

3.1.1 during the course of the negotiations and discussions referred to in Clause 1 or at any time thereafter, directly or indirectly use any of the confidential information otherwise than for the purpose of such negotiations or discussions or for the implementation of any agreement there from.

3.1.2 Divulge or discuss with, disclose or reveal the confidential information of the disclosing party to any person, firm, corporation, association or any other entity for any reason or purpose whatsoever (other than it’s employees and agents and only to the extent that such employees and agents require such information in the implementation of any agreement concluded between the parties)

3.2 The receiving party will procure that in addition to himself, it’s/ his employees and agents to whom the confidential information is disclosed in terms of 3.1.2, are informed of the confidential nature of the confidential information, and prior to such disclosure , undertake to be bfound by the terms of this agreement in the manner in which the receiving party is bound. Any breach of this confidentiality undertaking by any of the receiving party’s

employees and agents shall be deemed to be a breach of this agreement by the receiving party.

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4. RETURN OF CONFIDENTIAL INFORMATION

The disclosing party may request in writing at any time that any confidential information or any documents containing such confidential information, disclosed pursuant to the terms of this agreement and any copies thereof, be returned with a written statement to the effect that upon such return, the receiving party has not knowingly retained in it’s possession or under it’s control, either directly or indirectly, any such confidential information or any documents containing such confidential information or any copies thereof and the receiving party shall comply with any such request within seven days of receipt of such request.

5. ACKNOWLEDGEMENTS

The receiving party agrees that the undertakings contained herein are fair and reasonable, and are reasonably required by the disclosing party to protect the disclosing party’s confidential information.

6. NON CIRCUMVENTION AND DISCLOSURE

6.1. The receiving party agrees that in relation to any potential investment, joint venture and / or business opportunity of any nature whatsoever, disclosed by the disclosing party during the course of the negotiations and discussions referred to in Clause 1, it will not:

6.1.1 either directly or indirectly whether alone or with others,negotiate or participate in any transaction or series of transactions or related transactions of any nature which circumvents the disclosing party; and/ or

6.1.2 will not in any way whatsoever circumvent or attempt to circumvent the disclosing party by directly or indirectly dealing with any party which, the identity of which would fall within the definition of confidential information or any party which is a client of the disclosing party, in any present or future transactions.

7. INJUNCTIVE RELIEF

The receiving party acknowledges that the use or disclosure of the Proprietary information in a manner inconsistent with this Agreement, will cause the Disclosing party irreparable damage

and that the Disclosing party shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure and to such damages as are occasioned by such unauthorized

use or disclosure.

8. GENERAL

Any failure or delay by the disclosing party in exercising any right, power or privilege in relation to any confidential information and / or pursuant to this agreement will not constitute a waiver

of that right, power or privilege, nor will any single or partial exercise thereof preclude any further exercise of that right, power or privilege.

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This Agreement constitutes the sole record of the agreement between the parties in regard to the subject matter thereof.

Neither party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

No addition to, variation, or agreed cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

10. DOMICILIA AND NOTICES

The parties choose the following addresses for all purposes arising from or pursuant to this

Agreement:

PARTY: DEVBRANCH PRIVATE LIMITED

ADDRESS: Plot No 199/09, Zambezi Road, Lusaka-Zambia info@devsbranch.com

PARTY: **ZAL ELEVATORS LIMITED** ADDRESS:

3038 Makishi Rd, PO Box 31272Lusaka18540

E-MAIL ADDRESS:smartp@otiszal.co.zm

**SIGNED ON THIS 9TH DAY OF SEPTEMBER 2018 BY THE REPRESENTATIVES OF THE PARTIES WHO WARRANT THEIR RESPECTIVE AUTHORITY TO DO SO:**

**PARTY : KPS TECHNOLOGY PTY LTD** **SIGNATURE:**

**NAME : MR. DEVAN REDDY**

**PARTY :**

**TINASHE CHIHORO**

**SIGNATURE:**

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