

CONFIDENTIALITY POLICY

1. **Purpose.** The parties wish to explore a business possibility of mutual interest. Under which each may disclose Confidential Information to the other for the purpose. Each party agrees not to use the Confidential Information for its own use or for any purpose except as set forth above. The parties further agree not to copy, alter, modify, disassemble, reverse engineer or decompile any of the Confidential Information unless permitted in **writing** by the disclosing party.
2. **Definition.** “Confidential Information” means any information, data or know-how considered proprietary or confidential by the disclosing party, disclosed in writing, orally, or by access to the disclosing party’s premises, which is designated in writing as confidential or, if given orally, is confirmed promptly in writing as confidential. Confidential Information includes, without limitation, information which relates to the disclosing party’s research, development, inventions, products, business plans, marketing, customer information, pricing information, concepts and financial information. Confidential Information does not include that which (i) is in the receiving party’s possession at the time of disclosure, (ii) is or becomes part of the public knowledge or literature. Not as a result of any action or inaction of the receiving party, (iii) is approved for release by written authorization of the disclosing party, or (iv) is independently developed by the receiving party without access to the Confidential Information.
3. **Non-Disclosure.** The receiving party will disclose Confidential Information only to those employees, investors, consultants who have a need to know such Confidential Information and who are bound to retain the confidentiality under provisions similar to this Agreement. The receiving party will not disclose Confidential Information to any third parties. The receiving party agrees to protect the confidentiality of and will maintain the Confidential Information with at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care under the circumstances. Any copies of the Confidential Information authorized to be made in writing will be identified as belonging to the disclosing party and prominently marked “Confidential”. In the event that the receiving party is required to disclose Confidential Information pursuant to a judicial or governmental order, the receiving party will promptly notify the disclosing party to allow intervention in response to such order. The receiving party will advise the disclosing party in writing of any misappropriation or misuse of the Confidential Information of which it becomes aware.
4. **No License, No Warranty.** No license is granted to either party under any patents, copyrights, mask work rights, trademarks, or other proprietary rights of the other party. All information provided hereunder is “AS IS” and without warranty. Title and right to possess Confidential Information will remain in the disclosing party.

5. **Injunctive Relief.** The parties agree and understand that, due to the unique nature of the Confidential Information, the disclosing party will suffer immediate, irreparable harm if the receiving party fails to comply with any of its obligations under this Agreement. Monetary damages will be inadequate to compensate the disclosing party for any such breach, and the disclosing party may enforce this Agreement by seeking injunctive or other equitable remedies, in addition to any available legal remedies.
6. **Term.** This Agreement will become effective as of the date written above and will continue for a period of three (3) years, unless earlier terminated. Either party may terminate this Agreement at any time without cause upon written notice to the other, however, the confidentiality of obligations will survive expiration or termination of this Agreement for a period of five (5) years from the date of the disclosure of each particular item.
7. **Attorney's Fees, Jurisdiction.** In the event of any litigation between the parties, the prevailing party will be entitled to reasonable attorney's fees and all costs incurred in enforcing this Agreement. The parties agree that this Agreement and the transactions hereunder will be governed by Rwandan law, excluding its conflict of laws rules. The parties stipulate that all litigation under this Agreement shall be brought in the courts of the Republic of Rwanda
8. **General.** The failure to enforce any right will not be deemed a waiver of such or any other right, including the right to enforce a subsequent breach of the same obligation. This Agreement may be amended or modified only by a writing signed by the parties. This Agreement shall not be construed as a teaming agreement, joint venture or other business relationships. This Agreement will be binding upon the successors of both parties. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings.
9. The undersigned warrant and represent that they have the authority to enter into this Agreement on behalf of the person, entity or corporation listed above their name.

For: Invest & Partners

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