**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

This Non-Disclosure and Confidentiality Agreement is entered into as of 5/26/2025 , by and between:

Fipro Industry PLC Limited, a company incorporated and existing under the laws of Ethiopia, with its principal office located at Addis Ababa, Bole, Wollo Sefer, Garamuleta BLDG.

and

[Chinese Company Name], a company incorporated and existing under the laws of the People’s Republic of China, with its principal office located at [Address] (“Chinese Partner”).

Fipro and the Chinese Partner shall be referred to collectively as the “Parties” and individually as a “Party.”

**1. Purpose**

The Parties wish to explore a potential business relationship and/or collaboration in the fiberglass industry (the “Purpose”). In connection with this, each Party may disclose to the other certain Confidential Information (as defined below).

**2. Definition of Confidential Information**

For purposes of this Agreement, “Confidential Information” means all technical, commercial, business, strategic, financial, or other proprietary information disclosed in oral, written, graphic, or electronic form by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”), including but not limited to:

* Feasibility studies and reality studies,
* Product specifications, designs, formulas, processes, and know-how,
* Market research, development plans, and strategic initiatives,
* Customer or supplier information,

Trade secrets and financial data.

Confidential Information does not include information that:

a. Is or becomes publicly known through no breach of this Agreement;

b. Is lawfully received by the Receiving Party from a third party without restriction;

c. Is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s information;

d. Is approved in writing by the Disclosing Party for release.

**3. Obligations of Confidentiality**

The Receiving Party agrees to:

a. Maintain the confidentiality of the Confidential Information;

b. Not disclose the Confidential Information to any third party without prior written consent of the Disclosing Party;

c. Use the Confidential Information solely for the Purpose;

d. Take reasonable steps to protect the Confidential Information, including the same degree of care used to protect its own confidential information.

**4. Term**

This Agreement shall be effective as of the date first written above and shall remain in effect for a period of three (3) years, unless terminated earlier by either Party with thirty (30) days written notice.

The confidentiality obligations shall survive the termination of this Agreement for a period of five (5) years from the date of termination.

**5. No License or Ownership**

Nothing in this Agreement shall be construed as granting any rights, by license or otherwise, to the Receiving Party in any Confidential Information or intellectual property of the Disclosing Party.

**6. Return or Destruction**

Upon termination of this Agreement or upon request by the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information.

**7. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Ethiopia, without regard to its conflict of laws principles.

**8. Dispute Resolution**

Any disputes arising out of or relating to this Agreement shall be resolved through good-faith negotiations. If unresolved, the dispute shall be submitted to [Arbitration/Mediation] in [Location], in accordance with the rules of [Specify Arbitration Institution].

**9. Entire Agreement**

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior discussions or agreements.

**10. Signatures**

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

Fipro Industry PLC Limited

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

[Chinese Company Name]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title: