

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of ...01/01/2024..... by and between:

Advatech Office Supplies Ltd (hereinafter referred to as the "Disclosing Party"), a licensed third party eTiMS software integrator with its principal place of business at **Soin Arcade, Westlands P.O Box 13690 – 00800 Nairobi, Kenya** ("Advatech"), and

INFIX AFRICA LTD (hereinafter referred to as the "Receiving Party"), a software vendor/programmer with its principal place of business at [Vision Plaza Mombasa Road, 3rd Floor Room 13A, BOX 38123.....("...InfixAfrica.....")].

WHEREAS, the Disclosing Party possesses certain confidential and proprietary information related to integration projects (Trader invoicing systems) with KRA eTiMS, and

WHEREAS, the Disclosing Party desires to engage the Receiving Party to collaborate on integration projects to customers usingInfixErp.....(POS/ERP)

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Definition of Confidential Information:

For the purpose of this Agreement, "**Confidential Information**" shall mean any and all non-public information, including but not limited to technical specifications, documentation, source code, algorithms, trade secrets, customer data, business plans, financial information, and any other proprietary information related to integration projects with eTiMS module whether orally, in writing, or in any other tangible or intangible form.

Obligations of the Receiving Party:

- (a) The Receiving Party shall hold the Confidential Information in strict confidence and shall not disclose, reproduce, or use the Confidential Information for any purpose other than the collaborative integration projects with the Disclosing Party's customers usingInfixErp.....(POS/ERP)
- (b) The Receiving Party shall limit the disclosure of the Confidential Information to its employees, agents, or contractors on a "need-to-know" basis, provided that such individuals are bound by obligations of confidentiality and non-disclosure at least as stringent as those set forth in this Agreement.
- (c) The Receiving Party shall take all reasonable measures to prevent unauthorized disclosure or use of the Confidential Information and shall exercise at least the same degree of care as it employs to protect its own confidential and proprietary information.

Exclusions from Confidential Information:

The obligations of confidentiality and non-disclosure under this Agreement shall not apply to information that:

- a) Is already known to the Receiving Party at the time of disclosure or becomes publicly available without a breach of this Agreement by the Receiving Party;
- b) Is independently developed by the Receiving Party without reference to the Confidential Information; or
- c) Is rightfully obtained by the Receiving Party from a third party without restrictions on disclosure.

Return or Destruction of Confidential Information:

Upon the Disclosing Party's request or the termination of the collaborative integration projects, the Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all copies of the Confidential Information received under this Agreement and provide written certification of such return or destruction.

Term and Termination:

This Agreement shall be effective as of the date first written above and shall remain in effect for a period of five (5) years from the date of the last disclosure of Confidential Information. Either party may terminate this Agreement at any time for any reason upon written notice to the other party.

Governing Law and Jurisdiction:

The agreement will be governed by the laws of KENYA, and the parties elect the alternative disputes tribunal, as the competent to settle any disputes arising from the agreement, waiving any other, however privileged it may be.

Entire Agreement:

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the date first written above.

Advatech Office Supplies Ltd

Name: Peter Maina Karienyé

Title: Managing Director

Sign _____

INFIX AFRICA LTD.

Name: Uluma Michael

Title: Developer

Sign Uluma Michael