

REPUBLIC OF KENYA

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

THIS NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT (“Agreement”) is made and entered into on **24th March, 2026** by and **BETWEEN:**

PIUS OYUGI ODHIAMBO , the **Project Owner** of Email: poodhiambo3906@gmail.com ID No. 13876987 domiciled in Kenya

Organization : KISWATE, Email : kiswatekenya@gmail.com

AND

Name of Volunteer/Teacher/support staff/principal/ Deputy Principal /HOD

Position _____

Phone _____

Email: _____

National ID no _____

TSC Number _____ domiciled

in Kenya. (The above collectively referred to as “Parties” and individually a “Party”. A

party disclosing information to the other pursuant to this Agreement is sometimes referred to herein as the “Discloser”; and a party receiving information from the other is sometimes referred to herein as the “Recipient”.)

WHEREAS, the Parties have and/or will provide confidential information to each other to facilitate and permit the analysis, evaluation and consummation of a business transaction and/or the establishment a business relationship (the “Purpose”) in regards to a potential partnership in respect of project title: ***KISWATE DIGITAL ATTENDANCE & DISCIPLINE TRACKING REGISTER (KDADTR)***.

WHEREAS, the Discloser would not be willing to provide such information to the Recipient absent the protections afforded by this Agreement; and

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WHEREAS, the Recipient desires access to such information and, therefore, is willing to enter into and to be bound by this Agreement.

NOW, THEREFORE, in consideration of the premises set forth above, the undertakings and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Confidential Information. The confidential information of the Discloser that is the subject of this Agreement shall include all technology, trade-secrets, know-how, concepts, systems, programs, soft-ware, designs, specifications, methods, techniques,

procedures, agreements, contracts, documents, manuals, reports, records, data, marketing information, financial information and other information of any kind or nature regarding the Discloser's products, contemplated products, services, contemplated services, proposals, research, development, operations and any other aspect of its business, along with all analyses, evaluations and other information generated there from by the Recipient, whether received by the Recipient in electronic form, in written form, orally or in any other manner and whether or not formally designated as confidential by the Discloser if such information can reasonably be assumed to be confidential or otherwise proprietary (collectively, the "Confidential Information").

Notwithstanding the foregoing, Confidential Information shall not be deemed to include information that (a) was or is independently developed by the Recipient, as evidenced by bona fide documentation, (b) is otherwise known to or in the possession of the Recipient at the time this Agreement is executed, provided neither the Recipient nor any other party having a duty of trust or an obligation of confidentiality to the Discloser (an "Obligated Party") was the source of such information, (c) is subsequently received by the Recipient from a third party who is not an Obligated Party or (d) is or becomes available in the public domain through no fault of the Recipient or an Obligated Party.

2. Obligations Regarding Non-Disclosure. The Recipient shall hold all Confidential Information in trust and in strict confidence by exercising at least the same degree of diligence and care that it uses to avoid disclosure or dissemination of its own highly

confidential information, but in no event less than a reasonable standard of diligence and care. In this regard, (a) the Recipient may disclose Confidential Information on a need-to-know basis to its principals, directors, managers, employees, agents and service providers who understand and have agreed to be bound by the terms of this Agreement in the same manner and to the same extent that the Recipient is bound hereby, (b) the Recipient may disclose Confidential Information to other parties only with the prior written consent of the Discloser and any such other party's written agreement to be bound by the terms of this Agreement in the same manner and to the same extent that the Recipient is bound hereby and (c) the Recipient shall be responsible for the actions of any party to whom it discloses Confidential Information pursuant to the foregoing provisions.

Notwithstanding the foregoing, the Recipient may disclose Confidential Information to the extent required by law; provided, however, the Recipient shall give the Discloser prompt written notice of any request or demand for such disclosure to give the Discloser the opportunity to seek a restraining order to prevent such disclosure and/or a protective order to limit such disclosure.

The Recipient shall not use the Confidential Information (a) for any purpose other than the defined Purpose set forth in this Agreement, (b) for its own advantage or economic benefit outside the scope of the transaction and/or relationship contemplated by this Agreement or (c) in any other manner that would harm or otherwise be a detriment to the Discloser.

The Recipient shall not duplicate any of the Confidential Information except for its use

in connection with the defined Purpose set forth in this Agreement. All of the Confidential Information, as well as any copies thereof and all analyses, evaluations and other information generated therefrom by the Recipient, shall be deemed loaned to the Recipient by the Discloser, and shall be returned immediately to the Discloser upon request.

3. Obligations Regarding Non-Circumvention. As a result of receiving Confidential Information, and otherwise becoming familiar with the Discloser's business and affairs, the Recipient shall obtain knowledge about the Discloser's employees, strategic partners, contacts, sources, suppliers, customers and prospective customers (collectively, the "Proprietary Relationships") and the Discloser's strategies, plans and opportunities (collectively, the Proprietary Opportunities"). The Recipient shall not use its knowledge of the Proprietary Relationship or the Proprietary Opportunities (a) for any purpose other than the defined Purpose set forth in this Agreement, (b) for its own advantage or economic benefit outside the scope of the transaction and/or relationship contemplated by this Agreement or (c) in any other manner that would harm or otherwise be a detriment to the Discloser. Without limiting the generality of the foregoing, the Recipient shall not, nor shall the Recipient assist any third party to, directly or indirectly, (i) solicit, entice away or otherwise interfere with any Proprietary Relationship without the prior written consent of the Discloser or (ii) use any Confidential Information or its knowledge of any Proprietary Relationship or Proprietary Opportunity to develop or market a product or service that is similar to or otherwise competitive with any product or service of the Discloser.

4. No Interest, Right, License or Further Obligation. All Confidential Information, as well

as all Proprietary Relationships and Proprietary Opportunities, shall remain the property of the Discloser and, other than to use the Confidential Information and the knowledge of the Proprietary Relationships and Proprietary Opportunities for the defined

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Purpose set forth in this Agreement, the execution of this Agreement shall not be construed as granting or conferring to the Recipient any interest, license or other right in or to any Confidential Information, Proprietary Relationship or Proprietary Opportunity. Moreover, the execution of this Agreement and the disclosure of some Confidential Information by the Discloser shall not require the Discloser (a) to disclose additional Confidential Information, (b) to enter into or continue any negotiations, (c) to execute any additional agreements or (d) to consummate any transaction or engage in any ongoing relationship or business with the Recipient.

5. No Representations or Warranties. All Confidential Information has or will be provided to the Recipient without any representation or warranty of any kind or nature by the Discloser or any other party.

6. No Publicity. Unless expressly approved in writing by the Discloser, no public announcement shall be made by the Recipient as to the execution or content of this Agreement, nor as to any discussions, negotiations, transactions or ongoing business that may occur after the execution hereof.

7. Term and Survival of Obligations. Notwithstanding the signing date of this Agreement, the legal effect of this Agreement and the obligations of non-disclosure

and non-circumvention provided for in this Agreement, as well as any and all other undertakings and promises set forth herein, shall have commenced from **22nd July 2025** (the "Effective Date") and shall be continuing for a period of three years from the Effective Date or the termination of any business relationship contemplated hereby, whichever is later, and shall survive the termination of any discussions, negotiations, transactions or ongoing business that may occur after the execution hereof. In addition, all such obligations, undertakings and promises shall survive and not be affected by any bankruptcy, receivership, assignment, attachment or seizure procedure, whether initiated by or against the Recipient.

8. Entire Agreement and Subsequent Modifications. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral representations, understandings and agreements relating thereto. Modifications of this Agreement must be in writing and signed by each party to be effective; provided, however, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, to the extent permitted by law, the parties intend for such provision to be reduced in scope or otherwise modified by the court to the minimum extent necessary to render the subject provision reasonable and enforceable. Alternatively, if any such invalid or unenforceable provision cannot be or is not so modified, such provision shall be deemed severed from this Agreement and all of the other provisions hereof shall remain in full force and effect as if such provision had never been included herein.

9. Exercise of Rights and Waivers. All rights, powers and privileges of the Discloser under this Agreement are separate, cumulative and not alternative, and they may be exercised concurrently or successively at the Discloser's discretion. Any waiver of any such right, power or privilege by the Discloser must be in writing to be effective and shall not be construed as a continuing waiver unless expressly stated. No delay or failure by the Discloser to insist upon the Recipient's adherence to and strict performance of the terms of this Agreement, or the Discloser's delay or failure in the exercise of any other right, power or privilege hereunder, shall operate as a waiver of Discloser's right to subsequently compel such adherence or performance, or to subsequently exercise any such other right, power or privilege, with respect to the matter in question or any other matter, including any continuing or subsequent default hereunder by the Recipient.

10. Litigation and Equitable Relief. The Recipient acknowledges that its unauthorized disclosure or use of any Confidential Information, Proprietary Relationship or Proprietary

Opportunity would cause irreparable injury to the Discloser. Therefore, the Discloser shall, in addition to all other available legal or equitable remedies and damages, be entitled to injunctive relief, without the necessity of posting or filing a bond or other security, to restrain the threatened or actual violation of this Agreement by the Recipient, its principals, employees and all other persons acting for, on behalf of or in concert with the Recipient. If any action is brought to enforce the rights of the Discloser under this Agreement, the prevailing party in such action shall also be entitled to collect its reasonable attorney's fees and associated expenses.

11. Governing Law, Dispute Resolution and Venue. This Agreement, as well as the rights and duties of the parties hereunder, shall be governed by, interpreted under and enforced in accordance with the laws of the England and Wales. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be [three]. The seat, or legal place, of arbitration shall be London, the United Kingdom. The language to be used in the arbitral proceedings shall be English.

12. Notices. All notices must be in writing to be effective and may be personally delivered or sent by certified mail or recognized overnight courier to the applicable address noted on the signature page of this Agreement, and any such notice shall be deemed received when delivered to such address. Either Party may change its address for notice purposes by providing written notice of such change to the other party in the foregoing manner.

13. Construction. Whenever the context of this Agreement requires, all words used in the singular shall be construed to have been used in the plural, and vice versa, and a reference to a particular gender shall be deemed to include any other gender. All

paragraph headings used in this Agreement are only for convenience, and shall not be used in the interpretation of any provision hereof. All approvals, consents and other discretionary actions that may be given or taken under this Agreement by the Discloser

may be given or taken at the Discloser's sole and absolute discretion.

14. Binding Effect and Assignment. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns; provided, however, the Recipient shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other parties.

15. Counterparts and Telecopies. This Agreement may be executed in counterparts and the executed copies may be delivered electronically by e-mail and/or facsimile, and all such counterparts and electronic copies shall constitute one and the same document.

IN WITNESS WHEREOF, the parties are signing and executing this Agreement on the day and year first above written.

ACCEPTED AND AGREED WITHOUT CHANGE

- **Electronic signatures are valid and accepted as hand signature**

SIGNATURES PAGE FOLLOWS:

Member 1:

PIUS OYUGI ODHIAMBO

Signature: _____ Date: March 24, 2026

Member 2:

Name of Volunteer/Teacher/support staff/principal/ Deputy Principal /HOD

Signature: _____ Date _____

Name and address of School _____

_____ Date _____

DRAWN & FILED BY: -

Kurauka & Co. Advocates

Tel: 0740198072;

Email: wakilukurauka@gmail.com

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P O Box 17586-00100

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