

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "**Agreement**") is made and entered into as of _____ (the "**Effective Date**"), by and between:

Zugzwang (Private) Limited ("**Zugzwang**" or the "**Company**"), a company duly incorporated under the laws of the Republic of Zimbabwe, having its registered office and principal place of business at _____, represented in this matter by **Busani Ndlovu, Founder & Chief Executive Officer**;

AND

_____ ("**Partner**"), a _____ (natural person / company / other entity) duly established under the laws of _____, having its _____ (address / principal place of business) at _____.

Zugzwang and the Partner are each referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Parties wish to explore and, if appropriate, pursue a business relationship concerning software development sales, referral, and account management opportunities (the "**Purpose**");

WHEREAS, in connection with the Purpose, each Party may disclose to the other certain confidential, proprietary, technical, and commercial information; and

WHEREAS, the Parties wish to protect such information from unauthorised use and disclosure on the terms set out below;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 "**Confidential Information**" has the meaning given in Section 2.

1.2 "**Disclosing Party**" means the Party disclosing Confidential Information to the other Party.

1.3 "**Receiving Party**" means the Party receiving Confidential Information from the other Party.

1.4 "**Representatives**" means, in respect of a Party, its directors, officers, employees, agents, advisers, subcontractors, and professional consultants.

2. DEFINITION OF CONFIDENTIAL INFORMATION

2.1 "**Confidential Information**" means any and all non-public information disclosed by or on

behalf of one Party to the other, whether disclosed orally, visually, in writing, electronically, or in any other form, and whether or not marked "confidential" or "proprietary", including, without limitation:

- **Technical information**, including source code, object code, system architecture, database schemas, application programming interfaces (APIs), algorithms, and technical specifications of the Company's software (including Zugzwang platform builds);
- **Commercial and financial information**, including pricing baselines, internal cost estimates, client leads, deal structures, quotations, profit margins, and business operations;
- **Sales and business development information**, including proprietary sales strategies, client contacts, pitch documentation, sales playbooks, and pipeline data; and
- Any other information that, by its nature or the circumstances of its disclosure, a reasonable person would understand to be confidential.

2.2 Confidential Information also includes all notes, analyses, compilations, studies, summaries, and other material prepared by the Receiving Party that contain, reflect, or are derived from Confidential Information.

3. OBLIGATIONS OF THE RECEIVING PARTY

3.1 **Confidentiality.** The Receiving Party shall hold all Confidential Information in strict confidence and shall use at least the same degree of care (and no less than reasonable care) to protect it as it uses to protect its own confidential information of a similar nature.

3.2 **Permitted use.** The Receiving Party shall use Confidential Information solely for the Purpose and for no other purpose whatsoever.

3.3 **Limited disclosure.** The Receiving Party shall not disclose Confidential Information to any third party, and shall disclose it only to its Representatives who have a genuine need to know for the Purpose and who are bound by confidentiality obligations at least as protective as those in this Agreement. The Receiving Party shall remain responsible for any breach of this Agreement by its Representatives.

3.4 **No publicity.** Neither Party shall, without the prior written consent of the other, disclose the existence or terms of this Agreement, or the fact that discussions are taking or have taken place between the Parties.

4. EXCLUSIONS

4.1 Confidential Information does not include information that the Receiving Party can demonstrate by documentary evidence:

- **(a)** is or becomes publicly known through no breach of this Agreement by the Receiving Party or its Representatives;
- **(b)** was already lawfully in the Receiving Party's possession, free of any confidentiality obligation, prior to its disclosure by the Disclosing Party;

- **(c)** is lawfully received from a third party who was not under any obligation of confidentiality in respect of that information; or
- **(d)** is independently developed by the Receiving Party without use of or reliance on the Confidential Information.

4.2 Compelled disclosure. If the Receiving Party is required by law, regulation, court order, or other competent authority to disclose any Confidential Information, it shall, to the extent lawfully permitted, promptly notify the Disclosing Party in writing before making the disclosure and shall cooperate with the Disclosing Party to limit or protect such disclosure.

5. OWNERSHIP AND NO LICENCE

5.1 All Confidential Information remains the sole property of the Disclosing Party. Nothing in this Agreement grants the Receiving Party any right, title, interest, licence, or option in or to the Confidential Information, any patent, copyright, trade secret, trademark, or other intellectual property right of the Disclosing Party, whether express or implied.

5.2 No obligation or relationship of agency, partnership, joint venture, or employment is created by this Agreement or by the disclosure of Confidential Information.

6. TERM AND RETURN OF MATERIALS

6.1 Term. This Agreement shall commence on the Effective Date and shall continue for a period of **two (2) years** from the Effective Date, unless earlier terminated in accordance with this Section.

6.2 Survival. The obligations of confidentiality under this Agreement shall survive the expiry or termination of this Agreement and shall continue to apply to any Confidential Information disclosed during the term for a period of **two (2) years** from the date of disclosure of such information, or, with respect to any information constituting a trade secret, for so long as it remains a trade secret under applicable law.

6.3 Return or destruction. Upon the Disclosing Party's written request, or upon the termination or expiry of this Agreement, the Receiving Party shall promptly return all tangible copies of Confidential Information or, at the Disclosing Party's option, destroy all such copies, and shall certify such return or destruction in writing. One (1) archival copy may be retained solely to the extent required by law or for internal compliance purposes.

7. WARRANTIES AND DISCLAIMER

7.1 Each Party warrants that it has the right and authority to disclose the Confidential Information it provides under this Agreement.

7.2 Disclaimer. All Confidential Information is provided "as is". Neither Party makes any warranty, express or implied, regarding the accuracy, completeness, or reliability of the Confidential Information, and no obligation is created on either Party to enter into any further agreement or transaction.

8. REMEDIES

8.1 The Parties acknowledge that a breach of this Agreement may cause the Disclosing Party irreparable harm that may not be adequately compensated by monetary damages. Accordingly, in addition to any other remedies available at law or in equity, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, and other equitable remedies without the necessity of posting a bond or proving actual damages.

9. NOTICES

9.1 All notices under this Agreement shall be in writing and delivered by hand, by registered post, or by electronic mail (with confirmation of receipt), to the addresses set out above or to such other address as a Party may notify in writing. Notices shall be deemed received upon delivery (if by hand), five (5) business days after posting (if by registered post), or on confirmation of receipt (if by electronic mail).

10. GOVERNING LAW AND DISPUTE RESOLUTION

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

10.2 The Parties shall first attempt to resolve any dispute arising out of or in connection with this Agreement through good-faith negotiation. If the dispute is not resolved within _____ days, either Party may refer the matter to the courts of the Republic of Zimbabwe, which shall have exclusive jurisdiction.

11. GENERAL PROVISIONS

11.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior and contemporaneous agreements, understandings, and communications, whether oral or written.

11.2 **Amendment.** This Agreement may be amended or modified only by a written instrument signed by both Parties.

11.3 **Waiver.** No failure or delay by a Party in exercising any right under this Agreement shall operate as a waiver of that right, and no single or partial exercise shall preclude any further exercise of that or any other right.

11.4 **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the Parties shall negotiate in good faith to replace the invalid provision with a valid provision that reflects the original intent as closely as possible.

11.5 **Assignment.** Neither Party may assign or transfer this Agreement or any of its rights or obligations under it without the prior written consent of the other Party, except that Zugzwang may assign this Agreement to an affiliate or to a successor in connection with a merger,

acquisition, or sale of all or substantially all of its business or assets.

11.6 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic or scanned signatures shall have the same force and effect as original signatures.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ZUGZWANG (PRIVATE) LIMITED

By: _____

Name: **Busani Ndlovu**

Title: **Founder & Chief Executive Officer**

Date: _____

PARTNER

By: _____

Name: _____

Title: _____

Date: _____
