

CONFIDENTIALITY AGREEMENT (NON-DISCLOSURE AGREEMENT) REPUBLIC OF ZAMBIA

This Confidentiality Agreement (“Agreement”) is entered into this _____ day of _____, 20, by and between:

Disclosing Party: _____

of Address: _____

Receiving Party: _____

of Address: _____

WHEREAS, the Disclosing Party possesses certain confidential and proprietary information, including but not limited to business strategies, financial data, customer information, trade secrets, processes, and other sensitive documentation (collectively referred to as “Confidential Information”);

WHEREAS, the Receiving Party desires to receive such Confidential Information for the purpose of evaluating, discussing, or entering into a potential business relationship or transaction with the Disclosing Party;

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

1. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, “Confidential Information” includes all information, whether written, oral, visual, electronic, or in any other form, disclosed by the Disclosing Party to the Receiving Party and marked or identified as confidential, or that reasonably should be understood to be confidential given the nature of the information.

2. NON-DISCLOSURE AND NON-USE OBLIGATIONS

The Receiving Party shall:

- (a) Maintain the confidentiality of the Confidential Information using the same degree of care as it uses to protect its own confidential information, but not less than reasonable care;
- (b) Not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party;
- (c) Use the Confidential Information solely for the purposes stated in this Agreement.

3. EXCLUSIONS

The obligations herein shall not apply to information that:

- (a) Is or becomes publicly available through no fault of the Receiving Party;
- (b) Was lawfully known to the Receiving Party prior to disclosure by the Disclosing Party;
- (c) Is disclosed with the prior written approval of the Disclosing Party;
- (d) Is required to be disclosed by law or court order, provided that prompt notice is given to the Disclosing Party.

4. TERM

This Agreement shall commence on the date written above and shall continue in force for a period of _____ years, unless earlier terminated in writing by either Party. The obligations under this Agreement shall survive termination for a period of _____ years thereafter.

5. RETURN OR DESTRUCTION OF INFORMATION

Upon written request by the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information and certify such return or destruction in writing.

6. NO LICENSE OR OBLIGATION

Nothing in this Agreement shall be construed as granting any rights, title, or interest in the

Confidential Information to the Receiving Party, nor shall this Agreement obligate either Party to enter into any further agreement or business relationship.

7. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Zambia. Any dispute arising out of or in connection with this Agreement shall be resolved through good faith negotiations, failing which it shall be submitted to arbitration under the Arbitration Act No. 19 of 2000.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, whether oral or written, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Confidentiality Agreement on the dates indicated below.

SIGNED by the DISCLOSING PARTY:

Name: _____

Title: _____

Date: _____

Stamp (if company): _____

SIGNED by the RECEIVING PARTY:

Name: _____

Title: _____

Date: _____

Stamp (if company): _____