

CONFIDENTIALITY AGREEMENT

This Agreement is made between **Nice House of Plastics Limited**, a limited liability company incorporated in Uganda with its registered address at Plot 75B, Mulwana Road Bugolobi, P.O.BOX 5961 Kampala Uganda, ("NHOP", "the Company"); and Mbarara University of Science and Technology and with its registered address at P.O Box 1410 Mbarara, Telephone +256 4856 60208 ("the University").

Background

The University requires to gain access to information and premises of the Company with the aim of a partnership anchored on sharing knowledge, conducting innovation project and training (the "Purpose"). In connection with the Purpose it will be necessary for certain confidential information to be disclosed between the parties. The University and NHOP agree that the following terms and conditions shall apply when one party discloses confidential information to the other party under this Agreement. The objective of this Agreement is to provide appropriate protection for such information whilst maintaining the parties' ability to conduct their respective businesses.

1 Definitions

In this Agreement the following terms shall have the following meanings:

"**Affiliate**" means any entity which from time to time controls, is controlled by or is under common control with the relevant party, where control means having the ability (including without limitation by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

"**Confidential Information**" means any information disclosed by or on behalf of one party (or its Affiliates) to the other party, which (i) if disclosed in tangible form is marked 'confidential', or (ii) if disclosed otherwise than in tangible form is confirmed in writing as being confidential, or (iii) if disclosed in tangible form or otherwise, is manifestly confidential.

"**Disclosing Party**" means the party to this Agreement (or its Affiliates) disclosing the Confidential Information.

"**Receiving Party**" means the party to this Agreement to whom the Confidential Information is disclosed.

2 Supply and Use of Information

2.1 In consideration of the disclosures contemplated by, and of the mutual obligations set out in, this Agreement, each Receiving Party agrees, save as otherwise expressly permitted by this Agreement:

2.1.1 to keep the Disclosing Party's Confidential Information, confidential;

2.1.2 not to use the Disclosing Party's Confidential Information except in connection with the Purpose; and

2.1.3 not to disclose the Disclosing Party's Confidential Information to any third party.

2.2 Each party confirms that it and its Affiliates have the right to disclose any Confidential Information that they provide to the other party.

3 Confidentiality

3.1 The Receiving Party shall protect the Confidential Information of the Disclosing Party through the exercise of the precautions set out in this Agreement and with no less protection and care than it customarily uses in preserving and safeguarding its own confidential information.

3.2 Each party agrees that it shall keep the Purpose and the existence of this Agreement confidential in accordance with the terms of this Agreement subject to the exceptions in clause 3.3 below, and the permitted disclosures in clause 3.4 below.

3.3 This Agreement shall not apply to Confidential Information which:

3.3.1 is in or enters the public domain other than as a result of a breach of an obligation under this Agreement; or

3.3.2 is or has been acquired from a third party who owes no obligation of confidence in respect of the information; or

3.3.3 is or has been independently developed by the Receiving Party or was known to it prior to receipt.

3.4 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information of the Disclosing Party in the following circumstances:

3.4.1 with the prior written consent of the Disclosing Party; or

3.4.2 to its insurers or legal advisers in relation to any actual, potential or threatened dispute in connection with this Agreement, subject to clause 3.5 below; or

3.4.3 to the extent such disclosure is required by any court of competent jurisdiction, or by a governmental or regulatory authority or where there is a legal right, duty, requirement or obligation to disclose provided that, where reasonably practicable, and without breaching any legal, regulatory or professional requirement. In any case, the Receiving Party shall give not less than two business days' notice in writing to the Disclosing Party of such disclosure.

3.5 The Receiving Party shall ensure that any person to whom it discloses Confidential Information of the Disclosing Party pursuant to clauses 3.4.2 or 3.4.3 above (i) is advised of the proprietary and confidential nature of the Confidential Information, together with the restrictions on use and disclosure; and (ii) is subject to appropriate obligations of confidence, before access to such Confidential Information is granted.

4 No Licence

No licence express or implied, of the Disclosing Party is granted to the Receiving Party in relation to the Confidential Information except as expressly set out in this

Agreement.

5. Term

5.1 This Agreement shall come into effect on the date of signature by both parties and shall continue in full force and effect indefinitely, subject to any subsequent agreement entered into between the parties in relation to the Purpose which includes obligations relating to the protection of Confidential Information.

5.2 On receipt of a written request from the Disclosing Party, the Receiving Party shall, as soon as practicable, either destroy or return all Confidential Information to the Disclosing Party or, in the case of electronic copies of Confidential Information, delete them or make them reasonably inaccessible, provided that in the case of NHOP it may retain a copy of the Confidential Information for record purposes; such retained copy shall remain subject to the terms of this Agreement.

6 General

6.1 Neither party may transfer its rights or obligations under this Agreement without the prior written consent of the other party, except that NHOP may transfer its rights and obligations to any entity established or authorised to take over all or part of NHOP's business (the "Successor") which transfer shall be effected by NHOP and the Successor jointly serving notice on the other party. NHOP may transfer the Confidential Information of the other party and its Affiliates to the Successor. Notwithstanding such transfer, to the extent the other party retains any of NHOP's Confidential Information, NHOP shall be entitled to enforce this Agreement in respect of its Confidential Information.

6.2 No delay by either party in enforcing any of the terms or conditions of this Agreement shall affect or restrict that party's rights and powers arising under this Agreement. No waiver or amendment of any term or condition of this Agreement shall be effective unless made in writing and signed by both parties.

6.3 This Agreement forms the entire agreement between the parties relating to Confidential Information disclosed in connection with the Purpose. It replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral except that neither party excludes liability for any fraudulent pre-contractual misrepresentations made by it on which the other can be shown to have relied.

6.4 If any provision of this Agreement is determined to be invalid in whole or in part, the remaining provisions shall continue in full force and effect as if this Agreement had been executed without the invalid provision.

7 Governing law and jurisdiction

This Agreement is governed by and shall be construed in accordance with the laws of Uganda. In the event of dispute, the parties shall attempt to resolve the dispute in good faith by senior level negotiations. Where both parties agree that it may be beneficial, the parties shall seek to resolve the dispute through mediation. Nothing in this clause shall preclude the right of either party to seek injunctive relief. If the dispute is not resolved through

negotiation or mediation both parties agree that the Ugandan Courts shall have exclusive jurisdiction in connection with the resolution of the dispute.

8 Confirmation:

8.1 Having read the contents of this agreement, we acknowledge acceptance of and agree to engage by the provisions of the same.

SIGNED for and on behalf of Nice House of Plastics Limited ("Disclosing Party")

Signed: _____

Date: 19/1/2022

Name: _____

Position: _____

Witness: _____

Signed: _____

Date: 19/1/22

Name: _____

Position: _____

SIGNED for and on behalf of Mbarara University of Science and Technology ("Receiving Party")

Signed: _____

Date: 01/12/2021

Name: _____

Position: _____

Witnesses:

1) Signed: _____

Date: 1/12/2021

Name: _____

Position: _____

2) Signed: _____

Name: _____

Position: _____