MARGTOR LTD. · NAIROBI · KENYA

Mutual Non-Disclosure Agreement

Open charging infrastructure for electric motorcycles in Kenya

This Agreement is made between MARGTOR LIMITED, a private limited company incorporated in Kenya on 25 September 2024 under registration no. PVT-ZQUXP9DL, of P.O. Box 2000-00621 Village Market, Westlands, Nairobi ("MargTor"), and the company identified in the signature block below (the "Applicant"). MargTor and the Applicant are each a "Party" and together the "Parties".

1. Purpose

The Parties wish to exchange information to evaluate whether the Applicant's electric motorcycles can use the open charging infrastructure that MargTor is developing in Kenya, and on what terms (the "Purpose").

2. Confidential Information

"Confidential Information" means any technical, commercial, financial or operational information disclosed by one Party (the "Discloser") to the other (the "Recipient"), in any form, that is marked confidential or would reasonably be understood to be confidential — including specifications, interfaces, connector and battery data, locations, pricing, business models, plans and the existence and content of discussions between the Parties.

3. Obligations

The Recipient shall: (a) use Confidential Information only for the Purpose; (b) not disclose it to any third party except to its directors, employees, affiliates and professional advisers who need to know it for the Purpose and are bound by confidentiality duties at least as strict as this Agreement; and (c) protect it with at least the care it uses for its own confidential information, and no less than reasonable care. The Recipient is responsible for any breach by persons to whom it discloses Confidential Information.

4. Exclusions

These obligations do not apply to information that the Recipient can show: (a) is or becomes public other than through a breach of this Agreement; (b) was lawfully known to it before disclosure; (c) is lawfully received from a third party without a duty of confidence; or (d) is independently developed without use of the Confidential Information.

5. Required disclosure

The Recipient may disclose Confidential Information where required by law, regulation or a court or authority, provided that, where lawful, it gives the Discloser prompt notice and discloses only what is required.

6. Return and destruction

On written request, or when the Purpose ends, the Recipient shall promptly return or destroy the Confidential Information and confirm this in writing, except copies retained in automatic back-ups or required by law, which remain subject to this Agreement.

7. No licence, no obligation

All Confidential Information remains the property of the Discloser. No licence or other right is granted except as expressly stated. Neither Party is obliged to disclose any information or to enter into any further agreement. Confidential Information is provided "as is", without warranty.

8. Term

This Agreement applies to disclosures made within two (2) years of the date of the last signature. The confidentiality obligations continue for three (3) years from the date of each disclosure.

9. Remedies

Unauthorised use or disclosure may cause irreparable harm. The Discloser is entitled to seek injunctive relief in addition to any other remedy available at law.

10. Governing law and jurisdiction

This Agreement is governed by the laws of the Republic of Kenya. The courts of Nairobi, Kenya, have exclusive jurisdiction over any dispute arising out of or in connection with it.

11. General

This Agreement is the entire agreement between the Parties on its subject matter and may be amended only in writing signed by both Parties. Neither Party may assign it without the other's written consent. It may be signed in counterparts and by electronic signature, each of which is an original.

Signatures

For MARGTOR LIMITED (PVT-ZQUXP9DL)

Name: _____

Title: _____

Signature: _____

Date: _____

For Applicant (company name): _____

Registration no. / address: _____

Name: _____

Title: _____

Signature: _____

Date: _____