



CONTRACT ENGINE · V1.0

Mutual Non-Disclosure Agreement

Confidentiality for early conversations before any project detail is shared.

BETWEEN

APPOD by Omni-Africa — [APPOD_ENTITY_NAME]

AND

[COUNTERPARTY_NAME]

EFFECTIVE DATE

[EFFECTIVE_DATE]

This document is a starting-point template of the APPOD Contract Engine. It must be reviewed by qualified counsel before use with any real counterparty. Governing law and dispute-resolution venue must be selected based on the deal's jurisdiction.

APPOD BY OMNI-AFRICA

PREPARED CONFIDENTIAL

Template — for review by counsel before use. This is a starting point for the APPOD contract engine, not a final legal instrument. Governing law and dispute resolution venue must be selected based on the counterparty’s jurisdiction and the deal’s economic center of gravity.

Contract type: Mutual NDA **Owner:** APPOD by Omni-Africa **Version:** v1.0

Parties

This Mutual Non-Disclosure Agreement (“**Agreement**”) is entered into on **[EFFECTIVE_DATE]** by and between:

- **[APPOD_ENTITY_NAME]**, a **[JURISDICTION]** company with its principal place of business at **[APPOD_ADDRESS]** (“**APPOD**”); and
- **[COUNTERPARTY_NAME]**, a **[COUNTERPARTY_ENTITY_TYPE]** organized under the laws of **[COUNTERPARTY_JURISDICTION]** with its principal place of business at **[COUNTERPARTY_ADDRESS]** (“**Counterparty**”).

Each individually a “**Party**” and collectively the “**Parties**.”

Recitals

The Parties wish to explore a potential business relationship (the “**Purpose**”) that will involve the exchange of confidential information. This Agreement sets the terms for that exchange.

I. Definition of Confidential Information

“**Confidential Information**” means any non-public information disclosed by one Party (the “**Discloser**”) to the other Party (the “**Recipient**”) in connection with the Purpose, in any form — written, oral, electronic, visual — whether or not marked “confidential.” It includes, without limitation: project ideas, project dossiers, financial information, ownership records, technology, methodologies, the Six-Pillar Filter and its scoring methodology, participant data, deal terms, and the fact that discussions are taking place.

“Confidential Information” does **not** include information that:

1. is or becomes public through no fault of the Recipient;
2. was rightfully in the Recipient’s possession before disclosure, without an obligation of confidentiality;
3. is rightfully received from a third party without breach of any duty of confidentiality;
or
4. is independently developed by the Recipient without use of or reference to the Discloser’s Confidential Information.

2. Obligations of the Recipient

The Recipient shall:

1. hold Confidential Information in strict confidence;
2. use it solely for the Purpose;
3. protect it with at least the same degree of care used to protect its own confidential information, and in no event less than reasonable care;
4. limit access to employees, contractors, and advisors with a strict need-to-know who are bound by written confidentiality obligations at least as protective as this Agreement; and
5. not reverse-engineer, decompile, or attempt to derive the composition or underlying methodology of any Confidential Information.

3. Authorship and Attribution (APPOD-specific)

The Parties acknowledge that APPOD operates a certified project intake and vetting process. Any project concept, idea, or supporting materials disclosed by Counterparty in connection with a project submission are timestamped and attributed to Counterparty at the point of intake. Nothing in this Agreement transfers ownership of Counterparty’s project concept to APPOD.

4. Compelled Disclosure

If the Recipient is compelled by law or valid legal process to disclose Confidential Information, it shall (to the extent legally permitted) promptly notify the Discloser,

cooperate at the Discloser's expense in seeking a protective order, and disclose only the portion legally required.

5. Term

This Agreement is effective on the Effective Date and remains in force for **[TWO (2)] YEARS**, unless terminated earlier by either Party on **thirty (30) days' written notice**. The confidentiality obligations in Sections 1–4 survive termination for **[FIVE (5)] YEARS** from the date of disclosure. Trade secrets remain protected for as long as they qualify as trade secrets under applicable law.

6. No License; No Obligation to Proceed

Nothing in this Agreement grants either Party any license or right in the other's intellectual property. Neither Party is obligated to proceed with any transaction, and either may terminate discussions at any time.

7. Return or Destruction

On the Discloser's written request or termination of this Agreement, the Recipient shall promptly return or destroy all Confidential Information in its possession and, on request, certify destruction in writing. Recipient may retain one archival copy solely for compliance purposes.

8. Remedies

The Parties agree that a breach of this Agreement may cause irreparable harm for which monetary damages are inadequate, and the non-breaching Party is entitled to seek injunctive or other equitable relief in addition to any other remedies at law.

9. Governing Law and Disputes

This Agreement is governed by the laws of **[GOVERNING_JURISDICTION]**, without regard to conflict-of-laws principles. Any dispute shall be resolved by binding arbitration in **[ARBITRATION_SEAT]** under the **[ARBITRATION_RULES, e.g., ICC Rules]**, with the option for either Party to seek injunctive relief in any court of competent jurisdiction.

10. Miscellaneous

Assignment. Neither Party may assign this Agreement without the other's prior written consent, except to a successor in interest by merger or acquisition.

Notices. Written notices are effective when delivered by hand, sent by internationally recognized courier, or emailed with confirmation, to the addresses set out above.

Entire Agreement. This is the entire agreement between the Parties on its subject matter and supersedes prior discussions.

Amendment. Modified only by a written amendment signed by both Parties.

Severability. If any provision is unenforceable, the remainder remains in force.

Counterparts. May be signed in counterparts, including electronically.

Signatures

APPOD by Omni-Africa — [APPOD_ENTITY_NAME]

By: _____ Name: [APPOD_SIGNATORY_NAME] Title:
[APPOD_SIGNATORY_TITLE] Date: _____

Counterparty — [COUNTERPARTY_NAME]

By: _____ Name: [COUNTERPARTY_SIGNATORY_NAME]
Title: [COUNTERPARTY_SIGNATORY_TITLE] Date: _____