

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (the "Agreement") is entered into by and between Bogoni Research (the "Disclosing Party") and the Recipient (the "Recipient").

1. Purpose

The purpose of this Agreement is to protect confidential and proprietary information disclosed by the Disclosing Party to the Recipient.

2. Confidential Information

"Confidential Information" shall include all information disclosed by the Disclosing Party to the Recipient, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information may include, but is not limited to, business plans, financial information, technical data, customer lists, and any other information relating to the Disclosing Party's business affairs or products.

3. Obligations of Recipient

- a. The Recipient agrees to hold the Confidential Information in strict confidence and not to disclose such information to any third party without the prior written consent of the Disclosing Party.
- b. The Recipient shall use the Confidential Information only for the purpose specified by the Disclosing Party.
- c. The Recipient shall take all reasonable precautions to protect the confidentiality of the Confidential Information and prevent its unauthorized disclosure.

4. Duration of Confidentiality

The obligations of confidentiality under this Agreement shall remain in effect for a period specified by the Disclosing Party.

5. Exceptions

The obligations set forth in this Agreement shall not apply to any information that: (a) is or becomes publicly available through no fault of the Recipient; (b) was rightfully in the Recipient's possession prior to disclosure by the Disclosing Party; (c) is independently developed by the Recipient without reference to the Confidential Information; or (d) is rightfully obtained by the Recipient from a third party without restriction on disclosure.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of South Africa

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