



## MUTUAL NON-DISCLOSURE AGREEMENT

This agreement is made on this the \_\_\_\_ day of \_\_\_\_\_ **2026** (hereafter, the “Effective Date”), between **KKOG GLOBAL SA(PVT) Ltd.** (hereinafter, “Party A”) and \_\_\_\_\_ (hereinafter, “Party B”) In consideration of the discussions and sharing of information between the parties, and the premises, conditions, covenants, and warranties herein contained, the parties agree as follows:

1. Purpose. The purpose of this Agreement and of the disclosure of the Confidential Information is for the evaluation by Party A and Party B (hereinafter, the “Parties”) to determine whether to enter into a business relationship, for the purpose of Cannabis related investment, marketing ventures (hereinafter, “Purpose”).

2. Definitions. For purposes of this Agreement, the following terms shall have the following meanings: (a) “Confidential Information” shall mean all nonpublic, proprietary or other confidential information, whether in oral, written, electronic or other form, which the Parties or their respective Representatives (as defined below) discloses or provides to the other with access to (including but not limited to) any business plans, recipes, strains, manufacturing processes, prototypes, samples, technical data, trade secrets, knowhow, actual and anticipated research, developments or products, product plans, services, software, inventions, processes, discoveries, formulas, architectures, concepts, ideas, designs, drawings, personnel, customers, markets, marketing plans, distribution methods, financial information, sales or programming matter, compositions, drawings, diagrams, computer programs, studies, work in process, visual demonstrations, manufacturing plans, confidential information disclosed to the Disclosing Party by third parties, and other data or intellectual property, whether oral, written, graphic, or in electronic form).

(b) “Disclosing Party” shall mean the party disclosing its Confidential Information. (c) “Receiving Party” shall mean the party receiving the Disclosing Party’s Confidential Information.

3. Non-Disclosure Obligation. This Agreement shall apply to all Confidential Information disclosed by one party to the other party. Each of the Parties agrees to:

(a) hold the Disclosing Party’s Confidential Information in strict confidence;

(b) exercise at least the same care in protecting the Disclosing Party’s Confidential Information from disclosure as the Receiving Party uses with regard to its own Confidential Information;



(c) not disclose the Disclosing Party's Confidential Information to third parties.

(d) not reverse engineer, disassemble, re-create, re-develop, decompile or copy any software, ideas, conceptual ideas, or other tangible objects which embody the Confidential Information.

(e) not export or re-export or otherwise transmit, directly or indirectly, any Confidential Information, or the derivative or direct product of Confidential Information; and

(f) not use the Disclosing Party's Confidential Information for any purpose except as set forth herein.

4. Disclosure to Employees. Each party may disclose the other party's Confidential Information to its responsible employees. Each party agrees to instruct all employees not to disclose such Confidential Information to third parties, including consultants, without the prior written permission of the Disclosing Party.

5. Non-Confidential Information. Confidential Information shall not include information which is/are:

(a) now in the public domain or later, through no act or omission on the part of the Receiving Party, enters the public domain;

(b) acquired by the Receiving Party before receiving such information from the Disclosing Party and without restriction as to use or disclosure;

(c) hereafter rightfully furnished to the Receiving Party by a third party without restriction as to use or disclosure;

(d) information which the Receiving Party can document was independently developed by the Receiving Party without reference to or reliance upon the Disclosing Party's Confidential Information;

(e) required to be disclosed pursuant to the force of law, provided the Receiving Party uses reasonable efforts to give the Disclosing Party reasonable advance notice of such required disclosure;

(f) disclosed with the prior written consent of the Disclosing Party.

6. No Employee Solicitation. Each Disclosing Party and each Receiving Party agrees not to encourage or solicit any employee of the other party to leave or change employment for any



reason or interfere in any material manner with employment relationships at the time existing between Each Disclosing Party and each Receiving Party and its current employees, for a period of two years after the date of signature of this Agreement, or the termination of the contractual relationship between the parties, whichever is longer.

7. Non-Circumvention. This Agreement shall apply to all Non-Circumvention by one party or the other party. Each of the Parties agrees to:

(a) Duty to Act Honorably. The Parties to this Agreement agree not to misrepresent, circumvent, avoid, bypass or obviate each other in any manner, directly or indirectly, to avoid payment of fees, commission or any other obligation in any way involving the Protected Information disclosed pursuant this Agreement, or any Transaction contemplated hereunder or other business arrangement arising out of or connected in any way to the Protected Information.

(b) Further Honorable Acts. Commencing with the date of the execution of this Agreement, the Parties agree to not make any contact with, solicit or otherwise be involved in any Transaction(s) with regard to any Contact that the other Party introduces, without the express written permission of the introducing Party. It is agreed that the Protected Information, including but not limited to the contact information introduced by either of the Parties to the other is the exclusive property of the introducing Party, unless the other Party timely proves that they have had prior business involvement and written and/or email communication with said contact or contact's agent/s. The Parties agree to not communicate with, negotiate or participate in any Transaction or funding with any party introduced and included as Protected Information, without the other Party's involvement and written agreement. The Parties agrees to copy each other on all written and/or email communication to and from the Parties client, and/or the client's Agent/s. This applies to all Transaction(s) entertained by the parties hereto including subsequent, follow- up, repeat, extended, or renegotiated Transaction(s) as well as the initial Transaction(s), and any future Transactions, regardless of the success of the project.

8. Removal of Confidential Materials. Each party agrees not to remove any materials or tangible items of the other party's Confidential Information from the premises of the Disclosing Party without the Disclosing Party's consent. Each party agrees to comply with any and all terms and conditions that the Disclosing Party imposes upon approved removal of such materials or items, including without limitation that the removed materials or items must be returned by a certain date, and that no copies of the removed materials or items are to be made.

9. Return of Confidential Information. Upon the Disclosing Party's request, the Receiving Party



will promptly return to the Disclosing Party all materials or tangible items containing the Disclosing Party's Confidential Information and all copies thereof.

10. No Grant of Rights. Each party recognizes and agrees that nothing contained in this Agreement will be construed as granting any rights to the Receiving Party, by license or otherwise, to use any of the Disclosing Party's Confidential Information except as specified in this Agreement.

11. Arbitration and Equitable and Legal Relief. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules [including the Optional Rules for Emergency Measures of Protection]. The arbitration hearing shall take place in Southern California before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, each party acknowledges that all of the Disclosing Party's Confidential Information is owned solely by the Disclosing Party (and/or

its licensors) and that the unauthorized disclosure or use of such Confidential Information may cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that either party may immediately bring a proceeding seeking preliminary injunctive relief in a court having jurisdiction thereof which shall remain in effect until a final award is made in the arbitration.

12. Termination. This Agreement shall remain in effect for five years from the date hereof.

13. Integration. This Agreement, subject to the terms and conditions imposed on the removal of Confidential Information under paragraph 7, sets forth the entire agreement between the parties with respect to the subject matter hereof, and may not be modified or amended except by written agreement executed by the parties hereto.

14. Severability. If any provision of this Agreement is declared to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

15. Governing Law. This Agreement shall be governed by and subject to the laws of the Republic of Rwanda applicable to agreements made and to be wholly performed therein, without reference to or application of principles of choice of law. The Receiving Party acknowledges that the confidentiality provisions of this Agreement shall be deemed to be an agreement to keep the Confidential Information of the Disclosing Party in confidence as



contemplated by the laws and regulations of the United States of America, and any and all applicable federal, state or local jurisdictions and agencies in and under which the confidentiality provisions of this Agreement may be enforced. In addition, Receiving Party agrees to abide by all laws and regulations relating to the handling of and acting upon the Confidential Information.

16. Waiver. No waiver by either party, whether express or implied, of any provision of this Agreement shall constitute a continuing waiver of such provision or a waiver of any other provision of this Agreement. No waiver by either party, whether expressed implied or, of any breach or default by the other party, shall constitute a waiver of any other provision of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set forth above.

**FOR PARTY A:**

Signed by: \_\_\_\_\_

Name/Title: EDOUARD RENE JOSEPH / CEO

Company: KKOG GLOBAL SA (PVT) LTD.

Date: \_\_\_\_\_

**FOR PARTY B:**

Signed by: \_\_\_\_\_

Name/Title: MR/MRS \_\_\_\_\_

Company:

Date: \_\_\_\_\_