



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into as of August 11 2024, by and between:

Bethel College, located at 5090 Caterpillar Rd, Redding Ca 96003, represented by its CEO, Ryan Collins (hereinafter referred to as "Disclosing Party"),

and

Digifunzi on behalf of Heroes of the Nation, located in Kenya, represented by Ken Maina (hereinafter collectively referred to as "Receiving Party").

1. Purpose

The purpose of this Agreement is to protect the confidential and proprietary information disclosed by the Disclosing Party to the Receiving Party in connection with exploring a partnership relationship. The Disclosing Party agrees to disclose certain confidential and proprietary information, including but not limited to licensed curriculum, organizational structure, job descriptions, and pricing models, solely for the purpose of evaluating and discussing the potential partnership (the "Purpose").

2. Definition of Confidential Information

For the purpose of this Agreement, "Confidential Information" shall include any data or information, oral or written, disclosed by the Disclosing Party to the Receiving Party that is not generally known to the public and is proprietary to the Disclosing Party. This includes, but is not limited to, curriculum, organizational structure, job descriptions, and pricing models.

3. Obligations of the Receiving Party

The Receiving Party agrees to:

- Maintain the confidentiality of the Confidential Information and not disclose it to any third party without the prior written consent of the Disclosing Party.
- Use the Confidential Information solely for the Purpose and not for any other purpose.
- Take all reasonable measures to protect the confidentiality of the Confidential Information, which shall be at least the same degree of care that the Receiving Party uses to protect its own confidential information.
- Restrict disclosure of the Confidential Information to its employees, agents, and consultants who need to know the information for the Purpose and are bound by confidentiality obligations no less restrictive than those contained herein.

4. Duration

The obligations of the Receiving Party with respect to the Confidential Information shall remain in effect indefinitely from the date of disclosure of the Confidential Information.

5. Exclusions from Confidentiality

There are no exclusions to the confidentiality obligations under this Agreement.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, with global jurisdiction.

7. Miscellaneous

- **Return of Materials:** Upon termination of discussions or at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information.
- **No License:** Nothing in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise, to any Confidential Information, except as specified herein.
- **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the day and year first above written.

Bethel College

By: _____

Name: Ryan Collins

Title: CEO

Date: _____

Digifunzi on behalf of Heroes of the Nation

By: _____

Name: Ken Maina

Title: _____

Date: _____