

SOUTH DOT



NON DISCLOSURE AGREEMENT

AQUILANO INSURANCE PCC LTD

THIS AGREEMENT on 01st of January 2022

BETWEEN: **SOUTH DOT Inc**, 36 Park Ridge Ln. White Plains, NY 10603 USA.

AND: AQUILANO RE,

RECITALS:

- A. SOUTH DOT Inc. has developed a unique insurance program proposal (“**the SOUTH DOT Inc. MGA Product**”).
- B. **AQUILANO RE**, is an international Reinsurance organization with operations in Zambia
- C. SOUTH DOT Inc. and **AQUILANO RE**, have agreed to disclose Confidential Information to each other in respect of the Discussions. In consideration of the benefits to the parties of the disclosure of the Confidential Information, the parties have agreed to comply with the following terms in connection with the use and disclosure of Confidential Information.

NOW THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1. In this Agreement:

“Confidential Information” means:

- (a) all information regarding SOUTH DOT Inc.’s or **AQUILANO RE**, business or clients which is not in the public domain, including all trade secrets, inventions, computer systems, and programs and all information and data (and all copies and extracts made of or from such information and data) used in or concerning SOUTH DOT Inc.’s or **AQUILANO RE**, business and operations, dealings, organization, finance, transactions, prospects, markets, designs, know-how and affairs including without limitation:
 - product development;
 - marketing, advertising, promotion, and distribution arrangements;
 - individuals and organizations with whom or which SOUTH DOT Inc. has dealings;
 - client lists, identities, and contacts;
 - clients’ financial, business, or Personal Information;
 - research for or about products, markets, and clients;
 - proposals, tenders, plans, goals, or objectives prepared in respect of clients; and
- (b) this Agreement and the fact that the discussions are taking (and in the event of termination, have taken) place and the content of the Discussions.

But does not include information that is or becomes publicly available to either party from a third party free from any confidentiality restriction or any information required to be disclosed under any relevant law or any binding judgment or order of the court.

“Disclosing Party” means the party whose Confidential Information is disclosed or from whom Confidential Information is received.

“Personal Information” means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about a person whose identity is apparent or can reasonably be ascertained, from the information or opinion, whether provided by the Disclosing Party or any other person.

“Receiving Party” means the person to whom Confidential Information is disclosed or provided.

“The Discussions” means the discussions, and consideration of, a proposed business relationship between the parties in respect of SOUTH DOT Inc.’s MGA Product.

2. GENERAL OBLIGATION OF CONFIDENTIALITY

- 2.1 The Receiving Party acknowledges that the Confidential Information has commercial value and that it must take all necessary steps to safeguard the confidentiality of the Confidential Information and except as provided in the Agreement, shall not use or allow the Confidential Information to be disclosed or used for any purpose other than the Discussions.
- 2.2 All Confidential Information, including any intellectual property rights in respect thereto, remains the property of the Disclosing Party.

3. RECEIVING PARTY’S OBLIGATIONS

- 3.1 The Receiving Party shall use the Confidential Information only to evaluate the Discussions and consider its terms.
- 3.2 The Receiving Party shall not disclose any of the Confidential Information to any person, nor shall it use the Confidential Information for any purpose other than that stated in clause 3.1 and except to the extent required by law, without the prior written consent of the Disclosing Party.
- 3.3 The Receiving Party shall not copy or reproduce in any way any Confidential Information or any documents containing Confidential Information other than as may be required (a) in the normal course of business regarding the Discussions; and/or (b) to comply with the Receiving Party’s data retention policies.
- 3.4 The Receiving Party shall take all necessary steps and precautions to protect the Confidential Information against any unauthorized access and not divulge any such Confidential Information or any information derived therefrom to any third person. The Receiving Party shall limit the use of and access to the Disclosing Party’s Confidential Information to the Receiving Party’s and its affiliate’s directors, officers, employees, reinsurers, agents, and consultants involved in the Discussions (“Representatives”) and shall cause such Representatives to comply with the obligations of this Agreement.

- 3.5 The Receiving Party shall promptly, upon the request of the Disclosing Party, deliver to the Disclosing Party all Confidential Information, including all copies (if any) made under clause 3.3, received from the Disclosing Party, other than backup and archival copies not readily available for use and business records required by law to be retained.
- 3.6 The Receiving Party shall not without the consent of the Disclosing Party disclose to any person that any discussions or negotiations have taken or are taking place concerning the Discussions nor that the Receiving Party has requested or received any Confidential Information about the Discussions.
- 3.7 The Receiving Party will immediately notify the Disclosing Party in writing upon the Receiving Party becoming aware of any unauthorized release of Confidential Information or another breach of this Agreement.

4. PERSONAL INFORMATION PRIVACY

- 4.1 The Receiving Party acknowledges and agrees that:
- (a) Confidential Information provided to the Receiving Party by the Disclosing Party about the Disclosing Party's customers may be Personal Information;
 - (b) it shall deal with any Personal Information it receives from the Disclosing Party by data protection principles as set out in the Data Protection Act 1998;
 - (c) it shall take all reasonable steps to ensure that Personal Information held by it is protected against misuse, loss, unauthorized access, unauthorized modification, or unauthorized disclosure;
 - (d) it shall ensure that authorized personnel only will have access to Personal Information and that personnel will only be authorized for such access on a "need to know basis" where access to such Personal Information is essential for personnel to carry out their duties in respect of the Discussions;
 - (e) it shall use Personal Information held only to fulfill its obligations under this Agreement;
 - (f) it shall not disclose any Personal Information for sale or profit or any other benefit;
 - (g) it shall ensure that its personnel (inclusive of sub-contractors) are aware of the obligations under this Agreement (and in particular this clause);
 - (h) it shall not disclose any Personal Information other than by this Agreement, without the prior written authority of the Disclosing Party;
 - (i) it shall immediately notify the Disclosing Party in writing upon the Receiving Party becoming aware of any breach of this clause, giving details of the breach; and
 - (j) this clause shall survive the termination of this Agreement for a period of 6 months and shall continue to operate between the parties until the Receiving Party has either

destroyed or returned to the Disclosing Party all Personal Information that the Receiving Party holds.

5. REMEDIES

5.1 Both parties acknowledge that damages may not be a sufficient remedy for the Disclosing Party for any breach of the Receiving Party's obligations provided in clause 3 and the Receiving Party further acknowledges that the Disclosing Party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of the Receiving Party's obligations, in addition to any other remedies available to the Disclosing Party in law or equity.

6. AMENDMENT

6.1 This Agreement may only be amended by written agreement between the parties.

7. ASSIGNMENT

7.1 The rights and obligations of each party under this Agreement are personal and shall not be assigned, charged, or otherwise dealt with except as provided in this Agreement without the prior written consent of the other party.

8. NO WAIVER

8.1 No failure to exercise and no delay in exercising any right, power, or remedy under this Agreement will operate as a waiver, nor will any single or partial exercise of any right, power, or remedy preclude any other or further exercise of that or any other right, power or remedy.

9. GOVERNING LAW

9.1 This Agreement is governed by the laws of England and the parties submit to the non-exclusive jurisdiction of the courts of that country.

10. SEVERANCE

10.1 Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability however this will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability in any other jurisdiction.

11. COUNTERPARTS

11.1 This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of the counterparts together shall constitute the same instrument.

12. ENTIRE AGREEMENT

12.1 This Agreement contains the entire agreement between the parties concerning the Confidential Information.

EXECUTED AS AN AGREEMENT SIGNED for and on behalf of

SOUTH DOT Inc.

Registered No: 82-3420526

By Valoy Chaudary
Director; Chief Underwriter Officer

Director's Signature

EXECUTED AS AN AGREEMENT SIGNED for and on behalf of

AQUILANO RE,

Registered No:

By _____
Director;

Authorized Signatory