



Allied Resource Center Limited

A Member of Social Enterprise Kenya

VETERAN VANGUARD

MUTUAL NONDISCLOSURE AGREEMENT

PREAMBLE

This **Mutual Nondisclosure Agreement** (the “**Agreement**”) is made on the date of execution appearing at the end of this document, **between**:

Allied Resource Center Limited, trading as ARCOIRED, a private limited company incorporated in the Republic of Kenya under the Companies Act, 2015, Company Registration No. PVT-LRUMPMKK, with its registered office in Nairobi, Kenya (“**Party A**” or “**ARCOIRED**”).

and

The counterparty whose details are provided in the signature block hereto (“**Party B**”).

Party A and Party B may each be referred to individually as a “**Party**” and collectively as the “**Parties**.”

This Agreement shall be read **in conjunction with and as complementary to** the ARCOIRED Privacy Policy, ARCOIRED Terms of Use, ARCOIRED Website Disclaimer, and the Veteran Vanguard Terms of Service – Product Supplement (together, the “**Corporate Policies**”). In the event of inconsistency, this Agreement governs the treatment of Confidential Information.

Purpose

The Parties wish to explore, discuss, or evaluate a potential professional or commercial relationship, including, but not limited to, the engagement of a Veteran through the Veteran Vanguard Platform or any related business dealings facilitated by ARCOIRED (the “**Purpose**”). In connection with the Purpose, each Party may disclose to the other certain confidential, proprietary, or sensitive information. This Agreement governs the terms under which such information is protected.



Definition of Confidential Information

“Confidential Information” means all information (whether written, oral, electronic, visual, digital, or otherwise) that is disclosed by or on behalf of a Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) in connection with the Purpose, and which:

- (a) is marked, identified, or stated as confidential; or
- (b) would reasonably be regarded as confidential given the nature of the information or the circumstances of disclosure.

Confidential Information includes, without limitation:

Business plans, financial information, client lists, personal data, operational processes, project documents, engagement details, technical materials, employment or professional history, proprietary methodologies, contract terms, correspondent communications, and any information relating to potential or ongoing assignments involving Veterans.

Confidential Information also includes the existence, nature, and progress of discussions between the Parties.

Exclusions

Confidential Information does **not** include information that the Receiving Party can demonstrate, through written records:

- (a) was lawfully in its possession before receiving it from the Disclosing Party;
- (b) is or becomes publicly available through no breach of this Agreement;
- (c) was lawfully received from a third party who was not under an obligation of confidentiality;
- (d) was independently developed by the Receiving Party without use of or reference to the Confidential Information; or
- (e) must be disclosed pursuant to a legal obligation, regulatory requirement, or court order, provided that the Receiving Party gives prompt written notice (where legally permitted) and cooperates reasonably to narrow the scope of the disclosure.



Confidentiality Obligations

The Receiving Party shall:

- a. Maintain Confidential Information in strict confidence, using at least the same degree of care as it uses to protect its own Confidential Information (but no less than a reasonable degree of care).
- b. Use the Confidential Information solely for the Purpose and not for any other purpose, commercial or otherwise.
- c. Not disclose the Confidential Information to any third party except to its employees, officers, directors, consultants, or professional advisers (“**Representatives**”) who have a need to know and are bound by confidentiality obligations no less protective than those contained herein.
- d. Ensure that its Representatives comply with this Agreement and are liable for any breach by them; and
- e. Promptly notify the Disclosing Party of any unauthorized use, access, or disclosure of Confidential Information.

No Confidential Information may be reverse engineered, decompiled, disassembled, analyzed, or used to develop competing services.

No License, No Warranty

Nothing in this Agreement grants any rights, title, license, or interest in or to the Confidential Information, except as expressly permitted herein.

All Confidential Information is provided “**as is**” without any representation or warranty, express or implied, including any warranty of accuracy, completeness, merchantability, or fitness for a particular purpose.



Term and Survival

This Agreement enters into force on the Effective Date and shall remain effective for **two (2) years** thereafter unless terminated earlier by written notice from either Party.

The confidentiality and non-use obligations set out herein shall survive for **three (3) years** after the termination or expiration of this Agreement, except that trade secrets shall remain protected for as long as they qualify as trade secrets under applicable law.

Termination does not relieve the Parties of obligations relating to Confidential Information already received.

Return or Destruction of Confidential Information

Upon written request by the Disclosing Party, or upon termination of this Agreement, the Receiving Party shall promptly:

- (a) Return all Confidential Information, including copies, extracts, and reproductions; or
- (b) Destroy all such materials and certify destruction in writing.

Notwithstanding the above, the Receiving Party may retain one archival copy for compliance, regulatory, or legal retention purposes, subject to ongoing confidentiality obligations.

Non-Circumvention

For **two (2) years** from the Effective Date, neither Party shall circumvent or attempt to circumvent the other Party's commercial role, business model, or economic interest by engaging directly with Veterans, Clients, or other stakeholders introduced by ARCOIRE, except through mechanisms expressly permitted under the Veteran Vanguard Platform.

This clause supplements and reinforces the non-circumvention obligations set out in the Veteran Vanguard Terms of Service – Product Supplement and the Matching Fee Agreement.



Remedies

The Parties acknowledge that unauthorized disclosure or misuse of Confidential Information may cause irreparable harm for which monetary damages would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek **injunctive relief**, specific performance, or other equitable remedies without the necessity of proving actual damages or posting security, in addition to other remedies available at law.

Governing Law and Arbitration

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed under the **laws of England and Wales**, without regard to conflict-of-law principles.

Any dispute not resolved amicably within thirty (30) days shall be referred to arbitration under the LCIA Rules (London Court of International Arbitration) and finally resolved by arbitration. The LCIA Rules are deemed incorporated by reference into this clause.

The arbitral tribunal shall consist of one arbitrator.

The seat of arbitration shall be **London, England**.

The language of arbitration shall be **English**.

The arbitral award shall be final and binding.

Entire Agreement and Amendments

This Agreement constitutes the entire agreement between the Parties on its subject matter and supersedes all prior discussions, drafts, or understandings. No amendment shall be valid unless made in writing and signed by both Parties.

If any provision is held unenforceable, the remaining provisions shall continue in full force.

This Agreement may be executed electronically and in counterparts, each of which shall constitute an original.



Allied Resource Center Limited

A Member of Social Enterprise Kenya

SIGNATURES

For ARCOIRED (Allied Resource Center Limited)

Name: _____

Title: _____

Date: _____

For Party B

Name: _____

Organization: _____

Title: _____

Date: _____