



SDSD COMPANY LTD

EMPLOYEE NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

This Agreement (the "Agreement") is made between:

SDSD Prestige Ltd (Nigeria) ("the Company") whose registered address is and its affiliated companies worldwide

And

Insert name ("You")

In this Agreement, references to employment or to the date on which employment terminates are to be read as including consultants' roles and the date upon which that contract of consultancy terminates, where applicable.

You recognize that in the course of your employment you will come in contact with and obtain knowledge of confidential information belonging to or concerning the Company and/or its clients, agents or partners. You acknowledge and agree that such confidential information may be used only for the furtherance of the Company's business purposes and that it is necessary for the Company to protect such confidential information from unauthorized use and disclosure

Therefore, in consideration of been employed by the Company, you hereby agree and acknowledge as follows:

That during the course of your employment (or contract) there may be disclosed to you certain trade secrets and confidential information of the Company and/or its clients,

agents or partners; said trade secrets and confidential information ('Confidential Information') consisting but not limited to:

CONFIDENTIALITY

- a. the Company's corporate and marketing strategy and plans, and business development plans;
- b. budgets, management accounts, bank account details and other confidential financial data.
- c. business sales and marketing methods, confidential techniques and processes used for development of products and services;
- d. details of products and services being developed by the Company, its clients, agents or partners, including research and development reports; confidential aspects of technology and systems (including source and object code), information relating to proprietary computer hardware or software (including updates) not generally known to the public and details of IP solutions to accompany the products.
- e. confidential methods and processes, information relating to the running of the Company's business or that of its clients, partners or agents which are not in the public domain, including details of salaries, bonuses, commissions and other employment terms applicable.
- f. the names, addresses and contact details of any customers or prospective customers of the Company and or its clients, partners and agents including customer lists in whatever medium this information is stored and the requirements of those customers or the potential requirements of prospective customers for any of the Company's products or services. Terms on which the Company and or its clients, partners or agents does business with its customers, agents and suppliers, including any pricing policy or price lists adopted by the Company and the terms of any partnership, joint venture or other form of commercial co-operation or agreement the Company enters into with any third party;
- g. personal and or sensitive data relating to identifiable individuals which is protected under regional data protection guidelines and laws including but not limited to GDPR and PDPR.
- h. any other information regarding which the Company is bound by an obligation of confidence owed to a third party, in particular, but not exclusively, the content of

discussions or communications with any prospective customers or prospective business partners.

Intellectual Property

- a. For the avoidance of doubt - The Intellectual Property of all SDSD software and products including but not limited to the source code, frameworks and design resides entirely with SDSD. The employee shall not copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software. The employee may not share the systems with any third party without prior consent from SDSD.

In making this agreement you undertake that you will keep s information confidential and will use your best endeavors to prevent unauthorized or inadvertent disclosure of any

Confidential Information during and at any time after the termination of your employment.

The Restriction under this term of confidentiality agreement shall not apply to:

- Any disclosure or use of information the company or any associated company has expressly authorized or as required in the ordinary and proper course of your employment or as required by a court or tribunal of competent jurisdiction or as required by a relevant regulatory authority; or
- Information already in the public domain not as result of a breach of this clause or breach of any equivalent positions or other unlawful act (whether done by you personally or by an agent, whether on your own account or for or in association with any other person or by any other employee of the company or any associated company)

COMPANY PROPERTY

That upon the termination of your employment with the Company:

- a. You will return to the Company all documents and property of the Company, clients, partners or agents including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by you during the course of employment. You further agree that you will not retain copies, notes or abstracts of the foregoing.
- b. The Company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.

Signed this on:

Signed by Employee/Contractor

Print Name:

Signature:

Date:

Signed on behalf of SDSD Prestige Ltd (Nigeria)

Print Name: Abiodun F Aileru (HR)

Signature:

A handwritten signature in blue ink, appearing to read 'Abiodun F Aileru', enclosed within a rectangular box.

Date: 23rd March 2022