

CONFIDENTIALITY AGREEMENT

between:

Gospel Jonathan Obiwevbi

("Covenanter")

And

IntelliMedMedia

("Proprietor")

Interpretation and Definitions

1.1. In this Undertaking, unless inconsistent with, or otherwise indicated by the context:

1.1.1. "Covenanter" is

Surname, First Name

1.1.2. **the** Covenanter's address is

Nigeria

Phone number(s);

1.1.3. the "**Proprietor**" IntelliMedMedia. The Proprietor's address is
159 Bridlington Street Sugar Hill GA, 30518 USA.

1.1.4. "**Confidential Information**" includes, but is not limited to:

- Intellectual knowledge;
- Technical information and specifications;
- Manufacturing techniques;
- Designs & programing;
- Circuit diagrams;
- Instruction manuals;
- Blueprints;
- Electronic artwork;
- Samples;
- Devices & formulas
- Know-How;
- Information concerning materials.
- Marketing and business information generally; and
- Other materials of whatever description in which the Proprietor has an interest in being kept confidential;

1.1.5. "**Commencement Date**" means the date of instruction was given to the Covenanter by the Proprietor and not only from the date of signature of this Undertaking by the Covenanter;

1.1.6. Words in the singular include the plural and the other way round;

1.1.7. Words importing any one gender include each of the other two genders; and

1.1.8. A reference to a natural person includes a legal *persona*.

1.2. The headings of clauses are intended for convenience only and will not affect the interpretation of this Undertaking.

2. **Preamble**

- 2.1. The Proprietor possesses certain Confidential Information relating to the development of any related project.
- 2.2. The Proprietor has agreed to disclose this Confidential Information to the Covenanter subject to the Covenanter agreeing to the terms of confidentiality set out in this Undertaking.

3. **Title to the Confidential Information**

- 3.1. The Covenanter agrees that all rights, title and interest in and to the Confidential Information vests (is the property of) in the Proprietor and that it has no claim of any nature in and to the Confidential Information.

4. **Period of confidentiality**

- 4.1. The provisions of this Undertaking will remain in force for 5 years.

5. **Non-disclosure**

- 5.1. The Covenanter agrees to keep any Confidential Information which the Proprietor gives it access to, confidential, whether it got access to it before or after the Commencement Date of this Undertaking. The Covenanter will not reveal or make known or allow revealing or making known of the Confidential Information otherwise than is allowed in terms of this Undertaking.
- 5.2. The Covenanter must take all steps that may be reasonably necessary to prevent the Confidential Information falling into the hands of an unauthorized third party.
- 5.3. The Covenanter must not use any of the Confidential Information in the:
 - 5.3.1. Development;
 - 5.3.2. Manufacture;
 - 5.3.3. Marketing; or
 - 5.3.4. Sale of any goods without the prior written consent of the Proprietor.
- 5.4. The Covenanter must not use or disclose or attempt to use or disclose the Confidential Information for any purpose other than performing its contractual obligations to the Proprietor.
- 5.5. The Covenanter must not use or attempt to use the Confidential Information in any way which will cause or be likely to cause injury or loss to the Proprietor.
- 5.6. Any confidential material which comes into the possession of the Covenanter or one of its agents or employees, or which is generated by the Covenanter, or one of its agents or employees, after the Commencement Date: 8th September, 2022

- Will be regarded as forming part of the Confidential information of the Proprietor;
- Will be regarded as the property of the Proprietor;
- May not be copied, reproduced, published or circulated by the Covenanter; and must be surrendered to the Proprietor on demand,
- Unless the Proprietor gives its prior written consent.

6. Exceptions

- 6.1. The above undertakings by the Covenanter will not apply to information which:
- 6.1.1. Is lawfully in the public domain at the Commencement Date; or
 - 6.1.2. Lawfully comes into the public domain after the Commencement Date otherwise than as a result of the conduct of the Covenanter or one of its employees or agents; or
 - 6.1.3. The Covenanter is compelled to disclose in terms of a court order.
 - 6.1.4. Is developed independently by the Covenanter after signing this Undertaking, without referring or using the Confidential Information disclosed by the Proprietor;
 - 6.1.5. Is approved for release upon the written confirmation of the Proprietor; and
 - 6.1.6. Is required by law to be disclosed by the Covenanter.
- 6.2. The onus (burden of proof) of proving the facts necessary to sustain any one of the exceptions listed in sub-paragraphs 6.1.1 to 6.1.6 rests with the Covenanter.

7. Jurisdiction and Governing Law

This Undertaking must be governed by Nigerian law and the Covenanter hereby irreversibly agrees to the jurisdiction of the High Courts of Nigeria for dispute flowing from this Undertaking.

8. Whole Agreement and Variation

- 8.1. This document constitutes the whole of this Undertaking.
- 8.2. No amendment, alteration, addition, variation or consensual cancellation of this Undertaking will be valid unless in writing and signed by the Covenanter and the Proprietor.

9. Waiver (giving away of rights)

- 9.1. No waiver of any of the terms or conditions of this Undertaking will be binding unless expressed in writing and signed by the Proprietor and any waiver will only be effective only in the specific instance and for the purpose given.
- 9.2. No failure or delay on the part of the Proprietor in exercising any right, power or privilege will be regarded as a waiver and no single or partial exercise of this by the Proprietor will prevent other or further exercise of it or the exercise of any other right, power or privilege.

10. **Severability**

If any of the provisions of this Undertaking are found to be invalid, unlawful, or unenforceable these terms will be severable from the remaining terms, which will continue to be valid and enforceable.

1. Name (Covenanter)

2. Name (Witness)

Signature. _____ Date

Signature. _____ Date

The Proprietor accepts the above Undertaking at Nigeria on this 9th day of September 2022.

WITNESSES:

1. _____

Name

Signature. _____ Date

2. Olawumi Ariyo _____

Name (Proprietor)

Signature. _____ September 9, 2022

Date