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9, Akinola street Ikosi Ketu,
Lagos.

NON-DISCLOSURE AGREEMENT

This AGREEMENT is dated this 29th day of October 2024 between Oluwole, Folawe Fidelis and Tekhaven Solutions Ltd.

WHEREAS, through this Agreement, Tekhaven Solutions Ltd and Oluwole, Folawe Fidelis have entered into a relationship by which Oluwole, Folawe Fidelis may be exposed to certain Confidential Information of Tekhaven Solutions Ltd in which Tekhaven Solutions Ltd has an interest in protecting.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the Parties hereto, Tekhaven Solutions Ltd and Oluwole, Folawe Fidelis agree as follows:

I. **TRADE SECRET.** "Trade Secret" means all information possessed by or developed for Tekhaven Solutions Ltd to which all of the following apply:

i. The information derives independent economic value from not being generally known and

ii. Tekhaven Solutions Ltd takes reasonable precautions to prevent such information from being disclosed and released to the public. In addition, throughout the duration of this Agreement and Oluwole, Folawe Fidelis business relationship with Tekhaven Solutions Ltd and any time after the termination of such relationship, Oluwole, Folawe Fidelis shall do what is reasonably necessary to prevent unauthorized disclosure of Tekhaven Solutions Ltd Trade Secrets.



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Furthermore, after the termination of any such relationship, Oluwole, Folawe Fidelis shall not use or disclose Tekhaven Solutions Ltd Trade Secrets as long as they remain Trade Secrets.

ii. **CONFIDENTIAL INFORMATION.** "Confidential Information" means information, to the extent it is not a Trade Secret although possessed by Tekhaven Solutions Ltd and shared to Oluwole, Folawe Fidelis including, but not limited to, business plans, strategies, existing or proposed, costs, technical developments, financial or business projections, investments, marketing plans, training information, materials, and any other information that holds proprietary value to the Releaser.

- I. **NON-DISCLOSURE.** Except as required to further the relationship between Tekhaven Solutions Ltd and Oluwole, Folawe Fidelis or as expressly authorized in writing on behalf of Tekhaven Solutions Ltd, Oluwole, Folawe Fidelis shall not disclose, directly or indirectly, any Confidential Information during the period of their relationship with Tekhaven Solutions Ltd or any time after the termination of such relationship.
- II. **NON-COMPETITION.** For the entire duration of this agreement and for 3 years After Tekhaven Solutions Ltd relationship with Oluwole, Folawe Fidelis has been terminated for any reason, Oluwole, Folawe Fidelis will not work as an employee, officer, director, owner or engage in any other capacity with a competing company. This means that Oluwole, Folawe Fidelis must not perform any work in a betting company in Nigeria.
- III. **EXCEPTIONS.** The provisions of this Agreement will not be deemed to prohibit any disclosure that is required by law or court



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order, however, Oluwole, Folawe Fidelis agrees to provide Tekhaven Solutions Ltd with reasonable prior notice and an opportunity to contest or minimize such disclosure.

In addition, Oluwole, Folawe Fidelis may disclose Confidential Information or Trade Secrets at any time conditional upon a written release from this Agreement by Tekhaven Solutions Ltd.

IV. RETURN OF INFORMATION: Immediately upon termination of the relationship between Tekhaven Solutions Ltd and Oluwole, Folawe Fidelis, the Recipient shall return to Tekhaven Solutions Ltd any documents related to the Confidential Information or Trade Secrets which are in the Recipient's possession.

V. ACKNOWLEDGMENTS: Oluwole, Folawe Fidelis acknowledges that:

- I. This Agreement has been bargained between the parties and reviewed by Oluwole, Folawe Fidelis;
- II. The covenants made by and duties imposed upon Oluwole, Folawe Fidelis hereby are fair, reasonable and minimally necessary to protect the legitimate business interests of Tekhaven Solutions Ltd

Such covenants and duties will not place an undue burden upon Oluwole, Folawe Fidelis livelihood in the event of termination of Oluwole, Folawe Fidelis business relationship with Tekhaven



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Solutions Ltd and the strict enforcement of the covenants contained herein; and

- i. Any breach of this Agreement will cause substantial and irreparable harm to Tekhaven Solutions Ltd for which money damages would be an inadequate remedy.

VI. GOVERNING LAW. This Agreement shall be governed by the laws located in the Federal republic of Nigeria.

A handwritten signature in blue ink, appearing to read "Dosunmu Oladimeji Ayomide".

Founder's signature
Dosunmu Oladimeji Ayomide

29/10/2024

Date

Recipient's signature
Oluwale, Folawe Fidelis

Date

