



## NONDISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into by and between George Baidoo (Promoter and representative of Sedher Health Systems or whichever name the company may be registered by) with its principal offices at Nigeria, ("Sedher") and Muhammad Baba, residing at Samaru, Zaria. ("Designer") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below

(Individually referred to as "Party", jointly referred to as "Parties")

The Parties agree to enter a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which disclosing Party is engaged or intends to engage. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information. Provided always that an omission to include the labelling or to provide the written indications referred to herein however shall not operate to make the information so disclosed less confidential. All information relating to the disclosing Party's business or proposed business operations shall be deemed to be confidential.
2. **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the receiving Party; (b) discovered or created by the receiving Party before disclosure by disclosing Party; (c) learned by the receiving Party through legitimate means other than from the disclosing Party or disclosing Party's representatives; or (d) is disclosed by receiving Party with disclosing Party's prior written approval. (e) disclosed as part of a legal process or proceeding subject to the provisions of Paragraph (3) hereunder.
3. **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without the prior written approval of disclosing Party, use for receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of disclosing Party, any Confidential Information. Receiving Party



shall return to disclosing Party all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if disclosing Party requests, it in writing. If any Proprietary information is specifically required to be disclosed pursuant to the order of any competent court or government agency (and not discretionarily as part of a discretionary public filing), the Receiving Party shall coordinate with the disclosing Party to limit the nature and scope of such specifically required disclosure. The receiving Party will only furnish that portion of the proprietary information that is required and will exercise reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the remaining proprietary information.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
5. Return or Destruction: The receiving Party shall cease to use the Confidential Information and shall, if required, return the Confidential Information and all copies, notes or extracts thereof to the disclosing Party within seven (7) days of receipt of a demand. Also, the receiving Party may physically destroy or electronically erase all such Confidential Information and all copies notes or extracts upon receipt of a written request made by the disclosing Party.
6. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer, or employee of the other party for any purpose. The Agreement does not confer any right, license, interest, or title in, to or under the Confidential Information to the receiving Party. The rights and obligations under this Agreement, may not be transferred or assigned by a Party without the prior written approval of the other Party, such consent shall not be unreasonably withheld.
7. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted to give effect the intent of the parties.
8. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.
9. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.



This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

**Sedher**

**Signature**

George A. Baidoo, AKC.

**Full Name**

17th July, 2024

**Date**

**Signature**

Muhammad Ibrahim Baba

**Full Name**

17th July, 2024

**Date**