**Non-Disclosure Agreement**

This non-disclosure agreement, hereinafter known as the (“**Agreement**”) is made and entered on (6th of December 2023) (”**Effective Date**”) by and between:

1. **Enza For Electronic Payments S.A.E**, (“**Company**”), a company established under the laws of the Republic of Egypt, and registered under number **196864**, with registered office located **building 4, Block 2 no. 4-02-11, East Town District – New Cairo- Cairo** email [legal@enzagroup.global](mailto:legal@enzagroup.global) (“the Disclosing Party” and/or “the Company”)
2. **Emmanuel Maule Osanbei** , identity/passport 33695417391 having his/her address at [**No 5, Akpusi Celestine Street, Nina Hotel Rd, Kubwa, Abuja, Nigeria.** ] Email   
   **emmxyz12@gmail.com** Referred to hereinafter as (The Employee or “the Receiving Party”).

**WHEREAS:**

The Company and the Employee are entering into an arrangement for Employee to perform services for Company which may require Company to disclose confidential and proprietary information ("Confidential Information ").

1. It may be necessary and/or desirable for the Disclosing Party to provide the Receiving Party with the Confidential Information (as defined below) relating to the Disclosing Party, its subsidiaries and/or associated companies and Clients.
2. The Disclosing Party believes, and the Receiving Party hereby acknowledges and agrees, that the Confidential Information has significant commercial value that would be diminished by unauthorized disclosure.
3. In consideration of the Disclosing Party providing the Receiving Party with the Confidential Information, the Receiving Party agrees to deal with the Confidential Information subject to and in accordance with the terms of this Agreement.
4. **CONFIDENTIAL INFORMATION**
   1. In this Agreement, “Confidential Information” shall mean: all information, know-how and data, technical or non-technical, or description concerning any matters affecting or relating to Employee's services for Company, the business or operations of Company, and/or the products, drawings, plans, processes, or other data of Company disclosed or provided by Company to the Employee, business, financial, technical, commercial, employment, operational, administrative, costumer, marketing, legal, economic Content intended for training and educational purposes, customer related information and other information in whatever form (including in written, oral, visual, or electronic form) relating to the Company that is directly or indirectly disclosed, whether before, on, or after the date of this Agreement to the Receiving party.
5. All documents that contain or reflect or are generated from any of the foregoing and all copies of any of the forgoing.
6. The Receiving party will hold the Confidential Information in strict confidence and will not disclose, reproduce or distribute any Confidential Information in whole or in part, directly or indirectly (or permit any of the foregoing) to any persons.
7. The undertaking in paragraph 1.1 above will not apply to any disclosure of Confidential Information that is required by any law or regulation of England or any order of any court of competent jurisdiction.
8. The Employee will hold the Confidential Information received from Company in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others
9. The Employee will Not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so by Company.
10. The Employee will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for Company.
11. The Employee will, upon the request or upon termination of his/her relationship with Company, deliver to Company any drawings, notes, documents, equipment, and materials received from Company or originating from its activities for Company.
12. **NON-DISCLOSURE**

The Receiving party agrees that the obligations contained in this Agreement will remain in full force and effect for a period of Five (5) years from the date of this Agreement.

1. **WARRANTIES**

3.1 The Receiving party acknowledges and agrees that the Company may be irreparably harmed by any breach of the terms of this Agreement and that damages alone may not be an adequate remedy. Accordingly, the Company shall be entitled to the remedies of injunction, specific performance, claim damages or any other equitable relief for any threatened or actual breach of the terms of this Agreement.

3.2 Violation of this Agreement will subject Employee to disciplinary action according to Employer’s disciplinary policy, up to and including termination.

1. **GENERAL PROVISIONS** 
   1. The rights, powers, privileges, and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers, privileges or remedies provided by law.
   2. No delay or omission by the Company at any time to require performance of any provision of this Agreement shall affect its right to enforce such provision at a later time. A waiver of any right or remedy under this Agreement shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
   3. Where any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the applicable laws or regulations , then such provision shall be deemed to be severed from this Agreement and, if possible, replaced with a lawful provision which, as closely as possible, gives effect to the intention of the parties and, where permissible, that shall not affect or impair the any other provision of this Agreement
   4. This Agreement is executed in English language and the English language text shall prevail in case of conflict.
   5. Nothing in this Agreement shall be construed as a promise of continued employment for any specific period of time.
2. **GOVERNING LAW**

This Agreement and any non-contractual rights or obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and The Courts of England shall have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with this Agreement.

I acknowledge receipt of this Agreement and agree to be bound by its terms.

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| --- | --- | --- | --- |
| Enza For Electronic payments | | The Employee |  |
| Printed name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Printed name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Authorised signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Authorised signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |