
NON- DISCLOSURE AND NON- RECUMMENTI ON AGREEMENT

BETWEEN

SMOVTEK LIMITED LIABILITY COMPANY (SLLC)

AND

UCHE- ORJI NIGEL (UON)

THIS AGREEMENT is made on the _____27th_____ day of September, 2022

BETWEEN:

SMOVEL, a software development company registered under the laws of _____Liberia_____, whose registered office is located at _____Warren and Carey Streets_____, ("**SLLC**") which expression where the context so admits includes its affiliates, agents, assigns, subsidiaries and successors- in- title).

AND

UCHE- ORJI NI GEL, a Graphic and UI/UX Designer who is subjected to the laws of the Federal Republic of Nigeria, whose nationality is of Nigeria, ("**UON**") which expression where the context so admits includes his affiliates, agents, assigns, companies, subsidiaries and successors- in- title).

_____SLLC_____ and UON are hereinafter known collectively as "**Parties**" and individually as "**Party**".

BACKGROUND:

1. _____SLLC_____ is a software company incorporated in Liberia who is the developer of an idea and product designs of an streaming platform as a digital content library for movies, documentaries, live TV, video skits and animation series;
2. UON is an individual and citizen of the Federal Republic of Nigeria;
3. _____SLLC_____ wish to discuss and exchange certain information of a confidential nature relating to the platform with UON, and wish to protect such information as provided for in this Agreement.

IT IS AGREED AS FOLLOWS:

Definitions

"Confidential Information" means:

- any and all information of any type, in any form (including, without limitation, in writing, oral, digital, visual, audio or electronic form) disclosed hereunder, relating to or in any way connected with the platform;
- any terms or facts relating to the Platform; or
- the terms contained in all other documents relating to the Platform such as letters of intent, proposal, etc.;

disclosed by a Party to the other Party at any time after the execution of this Agreement by the Parties.

The term "Confidential Information" does not include information which:

- (a) is or becomes generally available to the public other than as a result of a disclosure by the receiving Party;
- (b) was within the receiving Party's possession on a non-confidential basis prior to it being provided to the receiving Party by or on behalf of the disclosing Party;
- (c) is or becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party or its Representatives (as defined below), which source, to the best of the receiving Party's knowledge, is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation;
- (d) is independently developed by the receiving Party without the use of the disclosing Party's information; or
- (e) is requested or required to be disclosed by (i) any order of any court of competent jurisdiction, commission of inquiry or investigation by any competent governmental or regulatory body; (ii) any rule or regulation of any stock exchange on which the shares of either Party are listed or traded; and/or (iii) the laws or regulations of any country with jurisdiction over either Party's affairs.

"Representatives" means directors, officers, employees, professional advisers, and consultants of a Party as well as those of its affiliates.

2. Handling of Confidential Information

In consideration of the mutual exchange and disclosure of Confidential Information, each Party undertakes in relation to the other Party's Confidential Information:

- (a) to maintain the information in confidence and, except as provided in this Agreement, not to disclose any of the Confidential Information to any third party, not to communicate, indicate or suggest to any person or entity the existence of the App, this Agreement or its terms and conditions except as required in the ordinary course of business;
- (b) to use the Confidential Information only for discussion and negotiations relative to the App and not to make any commercial or any other use of the Confidential Information;
- (c) not to disclose the Confidential Information to its Representatives except in confidence to such Representatives who need to know the Confidential Information for the purpose of discussions and negotiations of the Platform. Each Party shall also impose upon its Representatives obligations of confidentiality equivalent to those contained in this Agreement and shall also be responsible for any breach of the terms of this Agreement by its Representatives as if they were acts and omissions of that Party;
- (d) that the disclosure of the Confidential Information shall not be deemed to confer any intellectual property or proprietary rights upon the Party to whom the Confidential Information is disclosed;

- (e) not to copy, reproduce or reduce to writing any part of the Confidential Information except as may be necessary for the operation of the App and to the extent technically practicable to clearly mark all copies as confidential and use all reasonable efforts to ensure such copies within its control are protected against theft or unauthorised access; and
- (f) to apply no lesser security measures and degree of care than those which the receiving Party applies to its own confidential or proprietary information and which the receiving Party warrants as providing adequate protection of the Confidential Information from unauthorised access, disclosure, copying or use.

3. Acknowledgement and Confirmation

Each Party acknowledges and confirms to the other Party as follows:

the Confidential Information shall remain the sole and exclusive property of the disclosing Party and shall be returned to the disclosing Party or destroyed by the recipient at the disclosing Party's written request. In the case of destruction, the recipient shall:

- (a) destroy all documents and copies, reflecting, incorporating or based on the disclosing Party's Confidential Information;
- (b) erase all the disclosing Party's Confidential Information from its computer and communications systems and devices used by it or which is stored in electronic form;
- (c) to the extent technically and legally practicable, erase all the disclosing Party's Confidential Information which is stored in electronic form on systems and data storage services provided by third parties; and
- (d) supply the disclosing Party with a certificate that such destruction has taken place within seven days of the date of such written request.

The obligation to destroy Confidential Information shall not apply to: (a) Confidential Information which has been created further to and only for automatic information technology back-up or internal disaster recovery procedures; or (b) the retention of Confidential Information by the receiving Party and its Representatives to the extent that the receiving Party or its Representatives are required to retain such information by any applicable law, rule, regulation, internal compliance procedure, professional standards or by any competent judicial, governmental, supervisory or regulatory body to which the receiving Party or its Representatives is subject to. Provided that the information retained shall remain subject to the confidentiality terms of this Agreement.

the disclosing Party makes no representation, warranty, assurance, guarantee or endorsement to the receiving Party concerning the information, whether with regard to its accuracy, completeness or otherwise and the disclosing Party shall have no liability to the receiving Party or any other party in connection with the Confidential Information. This, however, does not apply to exclude any liability for fraud, misconduct

or negligence established by a court of competent jurisdiction or arbitration panel.

the agreement shall come into force on the date of this Agreement and shall remain in force for a period of two years. Notwithstanding the expiration of this Agreement, the obligations set out in this Agreement shall be binding on the Parties, and shall continue to remain binding for a period of three years notwithstanding the fact that the discussions and negotiations of the App is not concluded or lead to a business relationship.

that damages alone may not be an adequate remedy for any breach of the provisions of this Agreement and, accordingly, without prejudice to any and all other legal rights or remedies that either Party may have against the other Party, each Party shall be entitled to seek and obtain such interlocutory and permanent injunctions and remedies as may be necessary to enjoin and/or discontinue any such breach or anticipated breach, including any monetary relief or remedy, which may be available to it.

4. Non- Circumvention

The Parties agree not to attempt to circumvent or circumvent this Agreement, or any information exchanged between the Parties under this Agreement for any purpose. This includes purposes such as efforts to gain business contacts, opportunities, fees, commissions, remunerations or considerations to the benefit of any of the Parties. Further, during the term of this Agreement, the receiving Party shall not directly or indirectly compete against the disclosing Party with respect to the Confidential Information disclosed further to this Agreement.

5. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the Confidential Information and supersedes all previous discussions, understanding and agreement in respect of the Confidential Information. This Agreement shall not be amended except by written agreement between the Parties.

6. Miscellaneous

This Agreement is not and shall not be construed as a commitment or agreement by either Party to enter into any contractual arrangement in respect of the Platform. This Agreement does not create a partnership, joint venture or any similar entity or relationship between the Parties. Neither Party shall be deemed to be a representative, agent or contractor of the other Party, nor shall either Party have any authority or right to assume or create any obligation of any kind or nature, express or implied on behalf of or in the name of the other Party, nor to bind the other Party in any way. Except as expressly provided in this Agreement, this Agreement shall not restrict either Party's freedom to enter into or to refrain from entering into any transaction with any other person.

No provision of this Agreement shall be considered to have been waived by either Party except when such waiver is made in writing.

The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

This Agreement may be executed in more than one counterpart, each of which shall constitute an original, but which together shall comprise one instrument.

If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Liberia.

The Parties submit to the non-exclusive jurisdiction of the Liberia courts, any dispute, controversy, or claim arising out of or in connection with this Agreement or its subject matter.

8. Notices

All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (a) when received upon personal delivery to the party to be notified, (b) upon confirmation of transmission if transmitted by telecopy, electronic or digital transmission method if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day; (c) the day after it is sent, if sent for next day delivery to a domestic address by recognised overnight delivery service; and (d) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid. If notice is given in multiple fashions, the date of first effective notice shall control.

In each case, notice shall be sent to and authorized to take decision on behalf of each PARTY.

In the case of SLLC:

Address: Carey Street, Monrovia, Liberia

Email:

Attention:

Phone #:

In the case of UON:

Address: 61 Akaokwa Street, Imo, Nigeria

Email: zaranig2001@gmail.com

Attention:
Phone #:

Each Party may from time to time specify as its address for purposes of this Agreement any other address upon giving ten (10) days' written notice thereof to the other Party.

EXECUTED by the Parties and become binding on all upon the signing of this document by the authorized representative of each party.

FOR: SMOVTEK LIMITED LIABILITY COMPANY

NAME:
SIGNATURE:
PHONE NUMBER:
DATE:

FOR: UCHE- ORJI NIGEL

NAME:
SIGNATURE:
PHONE NUMBER:
DATE:

In the presence of

Name: UCHE- ORJI NIGEL

Address: 61 Akaokwa Street, Imo, Nigeria

Signature  _____

NOTARY CERTIFICATE ATTACHED