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|  | 7A Hara-Hyel House, Dogon Karfe,  Jos South,   Plateau State, Nigeria.  +234 9129066776 |

**Confidentiality Agreement**

This Confidentiality Agreement (the “**Agreement**”) dated June 28, 2024 (the “**Effective Date**”), is made by and between:

**Uptick Talent Labs Limited,**

And

**Balogun Abdulsamad** of **Abuja, Nigeria**.

1. **Background**:

The Discloser and the Recipient (the “**parties**”) intend to engage in discussions and negotiations concerning the possible establishment of a business relationship between them. In the course of such discussions and negotiations and in the course of any such business relationship, it is anticipated that the Discloser will disclose or deliver to the Recipient certain of the Discloser’s trade secrets or confidential or proprietary information for the purposes of enabling the Recipient to evaluate the feasibility of such business relationship and to perform his or her obligations and exercise his or her rights under any such business relationship that is agreed to between the parties (the “**Purposes**”). The parties have entered into this Agreement in order to assure the confidentiality of such trade secrets and confidential or proprietary information in accordance with the terms of this Agreement.

1. **Proprietary Information**:

As used in this Agreement, the term “Proprietary Information” shall mean all trade secrets or confidential or proprietary information designated as such in writing by the Discloser, whether by letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such trade secret or confidential or proprietary information is disclosed by the Discloser to the Recipient. Notwithstanding the foregoing, information which is orally or visually disclosed to the Recipient by the Discloser, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, shall constitute Proprietary Information if

* 1. it would be apparent to a reasonable person, familiar with the Discloser’s business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the Discloser or if
  2. the Discloser, within 30 days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure. In addition, the term “Proprietary Information” shall be deemed to include:

1. Any notes, analyses, software code, compilations, studies, interpretations, memoranda or other documents prepared by the Recipient which contain, reflect or are based upon, in whole or in part, any Proprietary Information furnished to the Recipient pursuant hereto; and
2. The existence or status of, and any information concerning, the discussions between the parties concerning the possible establishment of a business relationship.
3. **Scope of Agreement.**

This Agreement shall apply to all Proprietary Information disclosed by the Discloser to the Recipient, whether before, on or after the date hereof.

1. **Use and Disclosure of Proprietary Information**.

The Recipient shall use the Proprietary Information only for the Purposes and such Proprietary Information shall not be used for any other purpose without the prior written consent of the Discloser. Any ideas or computer programs directly created using or as an extension of the Proprietary Information provided will be the property of Psyche Finance Inc.

* 1. The Recipient shall hold in confidence, and shall not disclose to any other person, any Proprietary Information or exploit such Proprietary Information for his or her own benefit or the benefit of another without the prior written consent of the Discloser. Without limitation of the foregoing, the Recipient shall not cause or permit reverse engineering of any Proprietary Information or decompilation or disassembly of any software programs which are part of the Proprietary Information.
  2. The Recipient shall adopt and maintain programs and procedures which are reasonably calculated to protect the confidentiality of Proprietary Information and shall be responsible to the Discloser for any disclosure or misuse of Proprietary Information which results from a failure to comply with this provision.
  3. The Recipient will promptly report to the Discloser any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by the Discloser to prevent, control or remedy any such violation. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not prohibit the Recipient from disclosing Proprietary Information to the extent required in order for the Recipient to comply with applicable laws and regulations, provided that the Recipient provides prior written notice of such required disclosure to the Discloser and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

1. **Limitation on Obligations**.

The obligations of the Recipient specified in Section 4 shall not apply, and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent the Recipient can demonstrate, by clear and convincing evidence, that such Proprietary Information:

* 1. is generally known to the public at the time of disclosure or becomes generally known without the Recipient violating this Agreement;
  2. is in the Recipient’s possession at the time of disclosure otherwise than as a result of the Recipient’s breach of any legal obligation;
  3. becomes known to the Recipient through disclosure by sources other than the Discloser having the legal right to disclose such Proprietary Information; or
  4. is independently developed by the Recipient without reference to or reliance upon the Proprietary Information.

1. **Ownership of Proprietary Information.**

The Recipient agrees that he or she shall not receive any right, title or interest in, or any license or right to use, the Proprietary Information or any patent, copyright, trade secret, trademark or other intellectual property rights therein, by implication or otherwise.

1. **Return of Proprietary Information**.

The Recipient shall, upon the termination of this Agreement or the request of the Discloser, return to the Discloser all Proprietary Information received by the Recipient from the Discloser (and all copies and reproductions thereof). In addition, the Recipient shall destroy:

* 1. any notes, reports or other documents prepared by the Recipient which contain Proprietary Information; and
  2. any Proprietary Information (and all copies and reproductions thereof) which is in electronic form or cannot otherwise be returned to the Discloser. Alternatively, upon written request of the Discloser, the Recipient shall destroy all Proprietary Information received by the Recipient from the Discloser (and all copies and reproduction thereof) and any notes, reports or other documents prepared by the Recipient which contain Proprietary Information subject an authorized officer of the Disclosing party supervising the destruction. Notwithstanding the return or destruction of the Proprietary Information, the Recipient will continue to be bound by his or her obligations of confidentiality and other obligations hereunder.

1. **Term and Termination**.

This Agreement is effective as of the Effective Date and shall continue in full force and effect until the termination of the employment of the employee, and thereafter Clause (b) hereunder shall apply:

* + 1. Either party may terminate this Agreement, for any reason or for no reason, upon fifteen (15) days prior written notice to the other party.
    2. The obligations of the Recipient specified in Section 4 shall continue after expiration or termination of this Agreement with respect to each item of Proprietary Information disclosed hereunder until and unless one of the exceptions set forth in Section 5 applies to such item of Proprietary Information.]

9. **Inventions.**

* + 1. All inventions, ideas, creations, discoveries, computer programs, works of authorship, data, developments, technology, designs, innovations and improvements (whether or not patentable and whether or not copyrightable) which are made, conceived, reduced to practice, created, written, designed or developed by the Recipient, solely or jointly with others or under its direction and whether during normal business hours or otherwise,

1. during the evaluation period of a potential business relationship, or a subsequent business relationship if related to the business of the Discloser/Company or

(ii) after the Consultation Period if resulting or directly derived from Proprietary Information (provided under this contract), shall be the sole property of the Company. The Recipient hereby assigns to the Company all Inventions and any and all related patents, copyrights, trademarks, trade names, and other industrial and intellectual property rights and applications therefore, in the United States and Nigeria.

1. **Miscellaneous**.
   1. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, written or oral, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by the parties.
   2. This Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.
   3. This Agreement shall be construed and interpreted in accordance with the internal laws of the Federal Republic of Nigeria, without giving effect to the principles of conflicts of law thereof.
   4. Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Proprietary Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
   5. In the event of a dispute arising out of or relating to this Agreement, the parties agree to attempt in good faith to resolve such dispute through mediation administered by a mutually agreeable neutral mediator in accordance with the Lagos Court of Arbitration (LCA) Mediation Rules before resorting to arbitration.
   6. If the dispute is not settled through mediation within seven (7) days from the commencement of mediation, the dispute shall be finally settled by binding arbitration in accordance with the Lagos Court of Arbitration (LCA) Arbitration Rules. The arbitration shall be conducted in [Lagos, Nigeria] by a sole arbitrator appointed in accordance with the said Rules. The decision of the arbitrator shall be final and binding on the parties and enforceable in any court of competent jurisdiction.
   7. The provisions of this Agreement are necessary for the protection of the business and goodwill of the Discloser and are considered by the Recipient to be reasonable for such purpose. The Recipient agrees that any breach of this Agreement will cause the Discloser substantial and irreparable injury and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Discloser shall have the right to specific performance and other injunctive and equitable relief.
   8. For the convenience of the parties, this Agreement may be executed by facsimile and in counterparts, each of which shall be deemed to be an original, and both of which taken together, shall constitute one agreement binding on both parties.
   9. Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed the Confidentiality Agreement as of the day and year first set forth above.

**For: Uptick Talent Labs Limited**

Name: Boluwatife Glory Oluwafemi

**RECIPIENT**

   
Name: Balogun Abdulsamad