**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**BETWEEN**

**JACKFIT INTERNATIONAL COMPANY LIMITED**

**AND**

**EAZIFUNDS CAPITAL LIMITED**

**PREPARED BY:**



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**2020**

This **CONFIDENTIALITY AND NON DISCLOSURE** **AGREEMENT** (the Agreement) is made this day of , 2020.

**BETWEEN**

**JACKFIT INTERNATIONAL COMPANY LIMITED**, a company incorporated under the laws of the Federal Republic of Nigeria, with its registered address at 5B, Fola-Osibo Road, Lekki Phase 1, Lagos State (hereinafter referred to as “**JIC**” or “**the Disclosing Party**” which expression shall where the context so admits, include its successors or permitted assigns) of the one part;

**AND**

**EAZIFUNDS CAPITAL LIMITED** a company duly incorporated with its address at [Road B1,ZONE B, Nicon Town Estate, Lekki, Lagos. (hereinafter referred to as **“Eazifunds”** or “**the Receiving Party**” and which expression shall where the context so admits include its successors or permitted assigns) of the other part.

Hereinafter, **JIC** and **the Receiving Party** and their respective successors and assigns (if any), shall be referred to individually as “**Party**” or collectively as “**the Parties**”.

**WHEREAS:**

1. JIC is a media-broadcasting organisation and is in the business of making, recording, editing, producing and supplying media contents and programmes. JIC is the promoter of the international cable music talent reality show titled “Stardom Reality Show” (Stardom).
2. Eazifunds Capital is a fund arranger company specialised in growth equity and debt capital raising
3. It is understood that JIC intends to exchange confidential information directly or indirectly relating to its business operations (hereinafter referred to as “Confidential information”) to Eazifunds and its proposed investors and Parties wish to protect that information in the manner set out in this Agreement.

**THE PARTIES HEREBY AGREE** as follows:

1. **Definition and Interpretation**

In this Agreement, the following terms shall have the following meanings except the context otherwise requires:

**“Confidential Information”** includes the following information, regardless of the form in which such information is communicated or maintained, that has been, is or will be disclosed by the Disclosing Party to the Receiving Party or his Representatives (as defined below):

* 1. All information communicated or maintained which to the extent previously, presently, or subsequently disclosed to the Receiving Party in the execution of his duties to the Disclosing Party.
  2. Any proprietary information relating to the ‘Stardom Concept’ including but not limited to: Storyboards, synopsis, summary, screenplay, story, scripts, financial analysis, marketing plans, or other information conveyed in writing or in discussion that is indicated or expected to be confidential.
  3. All proprietary information relating to the financial information of any of the principals of Disclosing Party and business or financial plans or strategies, including but not limited to its financial statements and projections, products, product pricing and marketing, financial or other strategic business plans or information (collectively referred to as “Business Information”), disclosed to Receiving party by the Disclosing Party, either directly or indirectly, in writing or orally.
  4. All information related in any way to technical know-how, including but not limited to designs or reports, methods, techniques, processes, samples, materials, prototypes, patterns, sketches, models, photographs, computer records or software, specifications;
  5. All data, notes, reports, analyses, compilations, studies, files, interpretations, forecast or records, and any other written or electronically stored documents or material prepared by either party, which are based on, contain, refer to, reflect, or are otherwise related to Confidential Information; and,
  6. All information related in any way to the purpose of this Agreement and/or its terms and conditions.

**PROVIDED** that Confidential Information excludes information which:

* 1. Prior to or after the time of disclosure becomes part of the public knowledge other than as a result of any improper action or inaction of the Receiving Party;
  2. Was lawfully in the Receiving Party's possession at the time of disclosure as shown by the Receiving Party’s written records prior to the time of disclosure;
  3. The Receiving Party is or may be required to disclose by law or regulation in accordance with which the Receiving Party is required to act;
  4. The Receiving Party is or may be required to disclose by any court of competent jurisdiction, any government regulatory or supervisory agency or institution or authority lawfully requesting the same and the Disclosing Party must have been promptly notified prior to such Disclosure; or
  5. Becomes available to the Receiving Party from a source not bound by any obligation of confidentiality to Eazifunds;

**Provided Always** that in relation to the exclusions in paragraphs 1.8 and 1.9 above, the Receiving Party shall remain obliged to use its reasonable endeavours to ensure that such information is not disseminated to unauthorized third parties or a related party.

“**Purpose**”means the receipt of confidential information, proprietary material, intellectual property and all other information that relates to the business of JIC, towards the financing of Stardom Reality Show.

“**Representative**” means any directors, officers, agents, employees and/or consultants of either party.

**“Third Party”** includes individuals, investors & their representatives and professional advisers, corporate bodies and companies, amongst others, who are not party to this Agreement.

**“This Agreement”** means this Non-Disclosure Agreement.

1. **Non-Disclosure & Restricted Use**
   1. The Receiving Party agrees to regard and preserve as Confidential, all information provided by the Disclosing Party as defined above, as well as all non-public information related to the business, systems, operations, strategic plans, pricing, methods, processes, financial data, of the Disclosing Party and its subsidiaries and or affiliated companies.
   2. The Receiving Party acknowledges the strict confidentiality required by the Disclosing Party and hereby agrees to execute a Non-Disclosure Agreement with all its proposed investors with regard to the Disclosing Party’s Confidential Information The Receiving Party further agrees that all negotiations or agreements entered into with a Third Party in relation to the business of JIC shall be subject to the terms and conditions of this Agreement.
   3. The Receiving Party agrees to limit its disclosure of the Disclosing Party’s Confidential Information to as few persons as possible and in relation to the Purpose, and such persons shall be subject to an obligation to keep such information as confidential.
   4. The standard of care to be employed with respect to the protection of the Disclosing Party’s confidential information shall be the standard of care employed by the Receiving Party in protecting its own confidential information.
   5. Any Confidential Information which comes into the possession of the Receiving Party during the Term of this Agreement:-
      1. shall be deemed to be the property of the Disclosing Party;
      2. should not be copied, reproduced, published, or circulated by the Receiving Party, save for the exchange of information between the Parties;
      3. shall be surrendered to the Disclosing Party on demand or at the termination of this Agreement.
   6. The Receiving Party shall:
      1. Ensure that all of its employees, agents, suppliers, or any other Third Party who receives the Confidential Information are expressly informed of the confidential nature of the Confidential Information and the purpose for which it may be used and that they are bound by this Agreement even after their employment or contractual relationship has been terminated;
      2. Promptly notify the Disclosing Party prior to disclosure of confidential information to third parties.
      3. Not engage in any form of solicitation whatsoever for Confidential Information from the Disclosing Party and/or its employees or agents;
      4. Not use the Confidential Information for any purpose whatsoever (including, but not limited to, any competitive or commercial purpose) other than for the purpose of this Agreement and shall ensure that internal dissemination of Confidential Information is on a strict ‘need to know’ basis;
      5. Not at any time, whether before or after the termination of this Agreement, divulge to any third party whatsoever other than its representatives and professional advisers, Confidential Information without the prior written consent of the Disclosing Party and on condition that such party shall be required to comply with the restrictions regarding confidential information as provided in this Agreement
      6. Notify the Disclosing Party immediately of any unauthorised disclosure or use of Confidential Information of which the Receiving Party becomes aware and fully cooperate with the Disclosing Party in any defence of its proprietary rights in Confidential Information;
      7. Indemnify the Disclosing Party and hold it harmless for any breach of its obligations by it or any of its Representatives; and
   7. The Receiving Party agrees to ensure that Confidential Information shall not be duplicated, reproduced, modified, changed, distributed, and/or enhanced, in whole or in part, without the Disclosing Party’s prior consent.
   8. The Parties agree that the existence of this Agreement and its terms are Confidential and neither of the Parties may disclose anything about its subject matter or implementation to any person or to the news media or any third party without the prior written consent of The Disclosing Party except if required by law to do so.
   9. The Receiving Party acknowledges that the Confidential Information contains valuable proprietary information of the Disclosing Party and that unauthorised disclosure could cause commercial and economic loss to the Disclosing Party which may not be remedied by the award of damages alone.
2. **Lawful Disclosure**
   1. In the event that the Receiving Party, or any of its employees, agents, representative or related parties are required by law or pursuant to any rule, order or direction of a competent Court, or other body having the power to make such rules, orders or directions to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall:
      1. immediately notify the Disclosing Party of that obligation and all particulars related therewith so that it may seek an appropriate protective order;
      2. furnish only that portion of Confidential Information which is legally required, and
      3. exercise its best efforts to obtain reasonable assurances that confidential treatment will be accorded to the Confidential Information.
3. **Non-Circumvention**

4.1 The Receiving Party must not, without the consent of the Disclosing Party, use the Confidential Information to develop its own business or to compete with the Disclosing Party. The Receiving Party must not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, bypass, or obviate the Disclosing Party interest or the interest or relationship between the Disclosing Party and its sponsors, agents and contractors.

* 1. In addition to the above clause 4.1, the Receiving Party agrees that for a period of three years, the Receiving Party shall not, without the prior written consent of the Disclosing Party, directly or indirectly, whether for his own account or on behalf of any person, firm, corporation, partnership, association or other entity, solicit, recruit, hire or cause to be hired any employees, of JIC or any of its affiliates, or any person who was an employee of the Company during the period.

1. **Term of Obligations**
   1. This Agreement shall remain in effect for a period of Five (5) years from the Effective date.
   2. The requirement to protect Confidential Information disclosed under this Agreement in Clause 2, shall survive termination of this Agreement and the completion of the Stardom Reality Show.
2. **Reproduction and Return of Materials**
   1. Save for such Confidential information as may be retained by either Party to the extent required for legal, regulatory and audit purposes subject always to the terms of this Agreement, each Party agrees that Confidential Information shall not be duplicated, reproduced, modified, changed and/or enhanced, in whole or in part, by the Receiving Party, without the Disclosing Party’s prior written consent. At any time within five (5) business days of the request of the Disclosing Party for any reason whatsoever, Confidential Information shall be returned or destroyed, together with all materials, extracts or any reproductions prepared and based on it. The Receiving Party shall confirm in writing any destruction of documents and materials.
   2. With regard to Confidential Information stored in electronic form, the Receiving Party shall delete all such Confidential Information from its systems and hard drive or cloud storage devices.
3. **Non Partnership**
   1. Both Parties acknowledge that this Agreement does not create an agency, partnership or joint venture relationship between them nor grant the parties any right, title, interest or license in the other party’s Confidential Information;
   2. Nothing in this Agreement shall be construed as an obligation of the Parties to enter into any other agreement between them or prohibit the parties from using its own Confidential Information in any way, or providing the same or similar information to other parties and entering into agreements with other parties;
   3. Further agreements between the Parties, if any, shall be in writing signed by both parties.
4. **Representations and Warranties**
   1. Parties represent and warrant that any and all information disclosed under this Agreement shall be true, complete and correct as of the date of such disclosure, and shall not fail to state a material fact necessary to make any of such information accurate and/or not misleading. Parties hereby acknowledge that the achievement of the Purpose hereunder depends upon the disclosure of accurate, correct and complete information.
   2. Parties acknowledge and agree that:

8.2.1 All Confidential Information is and shall remain the exclusive property of the Disclosing Party and the Receiving Party will not appropriate Confidential Information to its own use or the use of any third party;

8.2.2 Except used for the Purpose, the Disclosing Party shall have no liability to the Receiving Party and any of its Representatives resulting from any use of Confidential Information by the Receiving Party;

8.2.3 The Disclosing Party shall provide the Receiving Party with such Confidential Information only for the period of time that will enable the Receiving Party to achieve the Purpose.

1. **Assignment**
   1. This Agreement is personal to the Parties and shall not be assigned or otherwise transferred in whole or in part by any Party without the prior written consent of the Disclosing Party.
   2. Nothing in this Agreement shall be deemed to be an assignment or to grant a license directly or by implication under any registered design, unregistered design, trade mark, trade name, patent, copyright, trade secret or patent application to the Receiving Party.
2. **Termination**
   1. This Agreement shall continue in force from the date hereof until terminated by mutual consent or by either party giving the other not less than one week written notice thereof.
   2. In the event of termination, the Receiving Party will promptly return to the Disclosing Party or will destroy (as directed by the Disclosing Party) all original versions and copies of the Confidential Information of which he is in possession of and will procure and ensure that all other copies of the Confidential Information, all reports and analyses incorporating any part of the Confidential Information are destroyed forthwith.
3. **Governing Law/ Dispute Resolution**
   1. **Governing law**

This Agreement and any dispute arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Laws of the Federal Republic of Nigeria.

* 1. **Dispute resolution procedure**
     1. Any Party alleging the existence of a dispute shall give written notice of the dispute to the other Party setting out the material particulars of the dispute (a “Dispute Notice”). Within five (5) days of the service of a Dispute Notice, the Parties shall endeavour to meet to settle the dispute amicably to resolve the dispute. If within ten (10) days of service of the Dispute Notice (or within such longer period of time as the Parties may agree), no meeting has taken place or the Dispute has not been resolved, either Party shall be entitled to refer the Dispute to Mediation in accordance with Clause [11.2.2]
     2. Any Dispute which is not resolved in accordance with Clause 11.2.1 shall be finally settled by Mediation in accordance with the Mediation Rules of the Lagos Court of Arbitration Mediation Guidelines of 2011.
     3. The place of the Mediation shall be in Lagos, Nigeria and the language to be used in the mediation proceedings shall be English Language.

**12. Equitable Relief**

The Receiving Party acknowledges and agree that in the event of a breach or threatened breach of any of the provisions of this Agreement, the Disclosing party will have no adequate remedy in damages and, accordingly, shall be entitled to an injunction against such breach or threatened breach; provided, however that non- specification of a particular legal or equitable remedy shall not be construed as a waiver, prohibition or limitation of any legal or equitable remedies in the event of a breach of this Agreement.

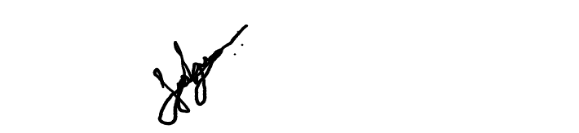
**IN WITNESS WHEREOF** the Parties hereto have hereunto executed this Agreement in the manner below, the day and year first above written.

**The common seal of the within named disclosing party, JACKFIT INTERNATIONAL COMPANY LIMITED was duly affixed in the presence of:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DIRECTOR DIRECTOR/SECREATRY**

**The common seal of the within named receiving party, EAZIFUNDS CAPITAL LIMITED was duly affixed in the presence of:**

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**DIRECTOR DIRECTOR/SECREATRY**