

MUTUAL NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (hereinafter, the “Agreement”), made and entered into as at **March, 2023** by and between **Think Active Media Consult Ltd**, a company bearing address **No.6 T99 Link Road, Dome Pillar II, Achimota – Accra, Ghana** along with **Arthur Shadrack**, “Independent Contractor”, at the address **Old pole behind John Teye College Of Education, Accra - Ghana**. WHEREAS, **Think Active Media Consult Ltd** and **Arthur Shadrack**, wish to exchange information for the purpose of possibly entering into a business relationship (the “Business Purpose”) and to protect such information. As a result, **Think Active Media Consult Ltd** and **Arthur Shadrack**, may disclose to confidential information to each other.

As consideration for **Think Active Media Consult Ltd** and **Arthur Shadrack** disclosing such information to each other and for other good and mutual consideration, the receipt and sufficiency of which are hereby acknowledged, **Think Active Media Consult Ltd** and **Arthur Shadrack** hereby agree as follows:

1. All information disclosed by either party (hereinafter, the “disclosing party”) to the other party (hereinafter, the “receiving party”), whether in writing or other tangible form, in any way relating or pertaining to the disclosing party, to the extent the same is reasonably construed or generally accepted as containing a trade secret, proprietary or confidential information, including, without limitation: (a) related to the disclosing party’s operations, procedures, strategies, finances, policies, techniques, agreements, technology, software, clients, and personnel; (b) information that is confidential or proprietary to a third party and is in the possession of the disclosing party; and (c) the existence and terms of this Agreement; shall be deemed to be trade secret and confidential information (herein, “Confidential Information”). Confidential Information disclosed in writing or other tangible form shall be marked “confidential,” “proprietary,” or with a designation of similar meaning at or prior to disclosure. Notwithstanding the failure of the disclosing party to mark information as confidential as described above, information that, by its very nature, or under the particular circumstances of disclosure, should reasonably be understood to be confidential or proprietary, shall be deemed to be Confidential Information.
2. The receiving party shall retain all Confidential Information received from the other party in strict confidence exercising the same standard of care used by the receiving party to protect its own confidential and proprietary information, but in any event not less than reasonable care to prevent the disclosure of Confidential Information to any unauthorised third party. The receiving party shall not use Confidential Information received from the other party for any purpose other than in furtherance of the Business Purpose. The receiving party shall not disclose Confidential Information received from the disclosing party to any third party, except to the receiving party’s and its affiliates’ employees, directors, officers, consultants, attorneys or other agents (“representatives”) who require access to the Confidential Information in connection with the Business Purpose and except as provided in clause 5. The receiving party shall direct its representatives to comply with this Agreement and shall be responsible for their compliance with this Agreement.
3. **Think Active Media Consult Ltd** and **Arthur Shadrack** acknowledge that nothing contained in this Agreement is intended or shall be construed to convey to the receiving party any rights or license under any patents, patent applications, inventions, copyrights, trade secrets, trademarks or other intellectual property rights heretofore or hereafter possessed by the disclosing party, and that nothing contained in this Agreement shall constitute a commitment by the disclosing party to the development or release of any future information or the procurement or recommendation of any product or service of the receiving

party. Unless and until a definitive agreement between **Think Active Media Consult Ltd** and **Arthur Shadrack** with respect to the Business Purpose has been executed and delivered, neither **Think Active Media Consult Ltd** nor **Arthur Shadrack** will be under any legal obligation of any kind whatsoever with respect to the Business Purpose, except for the matters specifically agreed to herein and except as otherwise expressly agreed in writing.

4. As used in this Agreement, Confidential Information shall not include:
 - (a) Information which is at the time of disclosure in or thereafter enters the public domain without violation of this Agreement;
 - (b) Information which was known to the receiving party prior to the time of disclosure by the disclosing party;
 - (c) Information received in good faith by the receiving party from a third party that the receiving party believed was legally entitled to disclose the same; and
 - (d) Information which is independently developed without reference to the disclosing party's information.
5. In the event the receiving party is required to disclose Confidential Information received from the disclosing party by law, including a subpoena, court order or similar document, the receiving party will use all reasonable efforts to notify the disclosing party of the obligation to make such disclosure sufficiently in advance of the disclosure so that the disclosing party will have a reasonable opportunity to object. In the event of required disclosure, the receiving party shall and may disclose only the particular Confidential Information required to be disclosed.
6. Neither party makes any warranty, express or implied, with respect to its Confidential Information. Any estimates or forecasts provided by one party to the other shall not constitute commitments.
7. Upon request from the disclosing party, the receiving party shall return to the disclosing party all written Confidential Information received from the disclosing party and shall either destroy all written evaluation reports and calculation results prepared by the receiving party to the extent based upon or incorporating Confidential Information, and all copies thereof, in whatever medium embodied, or redact therefrom any Confidential Information incorporated therein; provided that the receiving party shall not be required to destroy or redact computer back-up files on which Confidential Information may be stored.
8. Each of **Think Active Media Consult Ltd** and **Arthur Shadrack** obligations under this Agreement shall survive the termination of the discussions between them with respect to the Business Purpose for a period of two years regardless of the manner of such termination and shall be binding upon their respective successors and assigns.
9. Each of **Think Active Media Consult Ltd** and **Arthur Shadrack** acknowledges that, in the event of a breach by it of any of the terms contained in this Agreement, the other party would suffer irreparable harm within the law, and that the other party shall be entitled to seek equitable relief therefor by injunction, in addition to any and all rights and remedies available to it at law and in equity. Each party agrees to waive any requirements for securing or posting any bond in connection with the exercise of any equitable remedy.
10. The validity and interpretation of this Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of Ghana whose courts shall have exclusive jurisdiction to determine any disputes that may arise.

11. This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior discussions and agreements, either oral or written, expressed or implied, relating to the subject matter hereof. Any amendments to or waivers of the terms of this Agreement must be in writing and executed by authorised officers of the parties hereto.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the day and year first above written.

Think Active Media Consult Ltd

By  Charles S. Agbemashior

Authorised Representative

Title: Founder

Phone Number: +233 544 22 3136



Witness:

Name: Joseph Tumi Nyamador

Title: Secretary

Phone +233 27 005 5801

“Independent Contractor”

Name Arthur Shadrack

Signature 

Title Software Engineer

Phone Number 233243334484

Witness 1 _____

Name _____