

**NON- DISCLOSURE
AND
CONFIDENTIALITY
AGREEMENT**

Between

LEXDU TECHNOLOGIES LTD

And

DAVID ADEYEMI OGUNYE

PREPARED BY:

**Lexdu Technologies legal
team**

No. 30 Abacha Road,
Port Harcourt,
Rivers State.

THIS Non- disclosure Agreement (the “Agreement”) made this 8 Day of February, 2023.

BETWEEN

Lexdu Technologies Ltd of No: 30 Sani Abacha Road, Port Harcourt. (hereinafter called "the Disclosing party") which expression shall where the context so admits include its authorized representative(s), associates, affiliates, partners it may be appointing on its behalf or who benefit from this agreement, of the one party.

AND

David Adeyemi Ogunye of No 9 Emmanuel Street, Palmgroove, Somolu, Lagos (hereinafter called "the Recipient") which expression shall where the context so admits include its authorized representative(s), associates, affiliates, partners it may be appointing on its behalf or who benefit from this agreement, of the other part.

WHEREAS the parties have an interest in developing engagements and participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to it ("Confidential Information")

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. For purposes of this Agreement, "Confidential Information" shall mean any and all non-public information, the Disclosing Party has disclosed or may disclose to the Recipient, including but not limited to information related to: business plans, methods, practices, software development and designs, business or software architecture, software not yet known to the public, programming codes, personnel, customers, suppliers clients or prospective clients, medical records, patients' information and data, internal communications, events, or meetings, or any other research, development, operations, marketing, transactions, regulatory affairs, discoveries, inventions, methods, processes, articles, materials, data, formulas, specifications, designs, sketches, graphics, illustrations drawings, computer programs, data, strategies, plans, prospects, know-how and ideas, whether tangible or intangible, and including all copies, analyses and other derivatives thereof.

2. The Recipient agrees;

(i) not to disclose any Confidential Information or any information derived therefrom to any third person,

(ii) to keep the Disclosing Party's Confidential Information confidential and take all the reasonable precautions to protect the confidentiality of such Confidential Information with the same degree of care with which it protects the confidentiality of its own confidential information, but in no event with less than a reasonable degree of care, and

(iii) not to use any confidential Information for any purpose whatsoever except to advance the legitimate business interests of the Disclosing Party under written or oral instruction of the Disclosing Party's authorized officers and personnel.

3. All right, title, and interest in and to the confidential Information shall remain with the Disclosing Party or its licensors. Nothing in this Agreement is intended to grant any rights to Recipient under any patents, copyrights, trademarks, trade secrets or and other proprietary rights of the Disclosing Party.

4. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the Disclosing Party, the receiving Party ("Recipient") shall, for a period of a hundred (100) years from the date of disclosure,

refrain from disclosing such Confidential Information to any contractor(s), business or other third parties without prior, written approval from the Disclosing Party (disclosing Party); and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care.

5. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to confidential information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement.

6. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the Disclosing Party (disclosing Party) of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.

7. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:

i. Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or

ii. Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or

iii. Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or

iv. Is approved for release (and only to the extent so approved) by the Disclosing Party; or

v. Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.

8. The validity, construction and enforceability of this Agreement shall be governed in all respects by the applicable law of the Federal Republic of Nigeria. This Agreement

may not be amended except in writing signed by a duly authorized representative of the respective Parties.

9. This Agreement shall prevail and control in the event of a conflict with any other agreement between the Parties with respect to the subject matter hereof. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

10. That this Agreement is legally enforceable in any Court of competent Jurisdiction in Nigeria. Hence, its breach may give rise to a Cause of Action before the Courts.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SIGNED, BY the within-named
DISCLOSING PARTY

pln the presence of:



LEXDU TECHNOLOGIES LTD

Name: EMENAKA EBUKA JOSHUA

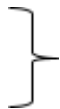
Address: NO 4 Obgonda were street, Port Harcourt Rivers.

Occupation: Chief Technology Officer

Signature:

SIGNED, BY the within-named
RECIPIENT

In the presence of:



DAVID ADEYEMI OGUNYE

Name:

Address:

Occupation:

Signature: