

**NETCRAFT GLOBAL CONCERNS
LTD**

Non-Disclosure Agreement

This Non-Disclosure Agreement is made this 25th day of Sept, 2024.

Netcraft Global Concerns Ltd duly incorporated under the laws of the Federal Republic of Nigeria with its registered office at **Lekki-Epe, Lagos Nigeria**, hereinafter referred to as the “**Discloser**” of a novel blueprint mobile application called “**School Plug Project**”.

AND

Chidiebere A. Okoroji who currently reside Lekki-Epe, Lagos Nigeria, is hereinafter referred to as “**Recipient and Founder**” of this blueprint.

Whereas:

- The discloser possesses competitively valuable confidential Information (**School Plug Project**) regarding its current products, future products, research and development, and general business operations.
- The discloser in exploring the possibility of a business relationship between itself and recipient, shall disclose such confidential information to teams as is necessary for the permitted purpose of development.

In consideration of the promises and covenants contained in this agreement and the disclosure of confidential Information from the discloser to the recipient, the parties hereto agree as follows:

• **Definitions And Interpretation**

In this Agreement (unless the context otherwise requires) the following words and expressions shall have the following meanings:

"*Agreement*" means this agreement, and any amendments to this agreement from time to time;

"*Confidential Information*" means all confidential information (however recorded, preserved or disclosed) disclosed or made available by the discloser or any of its representatives to the Recipient or any of its Representatives. It shall however not include any materials or information that the Recipient shows:

- is at the time of disclosure generally known by or available to the public or became so known or available thereafter through no fault of the Recipient; or
- is legally known to the Recipient at the time of disclosure; or
- is furnished to the Recipient by a third party who legally obtained said information and the right to disclose it; or
- Is developed independently by the Recipient where the Recipient can document such independent development.

"*Intellectual Property Rights*" means all copyrights, patents, patent applications, licenses, branding, trademarks, trade names, film and television rights, electronic and internet rights, know-how and inventions or other rights of every kind deriving therefrom and all fees, royalties and other rights of every kind deriving from such copyrights, patents, licenses, branding, trademarks, trade names, film and television rights, electronic and internet rights, know-how and inventions or other rights;

"*Party*" means either the Discloser or the Recipient individually

"*Parties*" means both the Discloser and the Recipient jointly

"Purpose" means We are involving **“School Plug Project”** in this project to design, invest, code and plan an e-service platform for trading, shopping, logistics, shipping and any other commerce and non-commerce services.

"Representative" means, in relation to a party, that party's co-founders, employees, agents, teams, accountants and lawyers.

- **Obligations of the Recipient**

- Recipient shall not circumvent or attempt to circumvent the interests of the Discloser by exploiting the Confidential Information for its own use.

2. Obligations of the Recipient

- Recipient shall not circumvent or attempt to circumvent the interests of the Discloser by exploiting the Confidential Information for its own use.
- Recipient shall not use any Confidential Information of the Discloser for any purposes except those expressly contemplated herein or as authorized by the Company.
- Recipient shall only disclose the confidential information when required by a lawful order from a court or other judicial/quasi-judicial body of competent jurisdiction, or when required by any valid law being in force in the Federal Republic of Nigeria.
- Recipient shall take reasonable precaution to keep secure the Confidential Information and shall instruct all its Representatives given access to the information to maintain confidentiality and to refrain from making unauthorized copies.

- Recipient shall maintain appropriate written agreements with its Representatives, who receive, or have access to, Confidential Information sufficient to enable it to comply with the terms of this Agreement.
- Recipient undertakes upon written demand from the Discloser to either return the Confidential Information and any copies of it, or to confirm to in writing that, save as required by law, regulation, professional standards or compliance requirements, it has been destroyed.
- Recipient shall notify Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by Recipient or its Representatives, and will cooperate with Discloser in every reasonable way to help Discloser recover possession of the Confidential Information and prevent further unauthorized use or disclosure.
- Recipient acknowledges that monetary damages may not be a sufficient remedy for damages resulting from the unauthorized disclosure of Confidential Information and that Discloser shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
- **Miscellaneous**
 - All Confidential Information shall remain the sole and exclusive property of the Discloser. By disclosing information to Recipient, the Discloser does not grant any express or implied right to Recipient to any Intellectual property rights.
 - All Confidential Information and Materials are provided "AS IS" and the Discloser makes no warranty regarding the accuracy or reliability of such information or materials.

- A waiver of any term, provision or condition of, or consent granted under this Agreement shall be effective only if given in writing and signed by the waiving or consenting party and then only in the instance and for the purpose for which it is given.
- No failure or delay on the part of either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise therefor the exercise of any other right, power or privilege.
- The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law.
- Each of the provisions of this Agreement is severable. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair in any way the legality, validity or enforceability in that jurisdiction of the other provisions of this Agreement; or the legality, validity or enforceability in other jurisdictions of that provision or any other provision of this Agreement.
- If any provision of this Agreement is or becomes illegal, invalid or unenforceable, the Parties shall negotiate in good faith with a view to replacing the illegal, invalid or unenforceable provision with one or

more provisions reasonably satisfactory to the Parties and differing from the replaced provision as little as possible.

- **Entire Agreement**

This Agreement, and all documents or agreements entered into, or to be entered into, pursuant to this Agreement, constitute the whole agreement and understanding between the Parties in relation to its subject matter. All previous agreements, understandings, undertakings, representations, warranties and arrangements of any nature whatsoever between the Parties with any bearing on the subject matter of this Agreement are superseded and extinguished (and all rights and liabilities arising by reason of them, whether accrued or not at the date hereof, are cancelled) to the extent that they have such a bearing.

- **Dispute Resolution**

- Save as otherwise provided for in this Agreement, the Parties hereby agree that all disputes or claims arising out of or in connection with this Agreement, shall be referred to arbitration and shall be finally settled in accordance with the Arbitration Act Cap A19, Laws of the Federation of Nigeria, 2004.
- The place of arbitration shall be Nigeria, and the language of arbitration shall be English.
- In the event that the parties are unable to resolve any dispute amicably, the courts of the Federal Republic of Nigeria shall have exclusive jurisdiction, and this Agreement shall be governed by and construed in accordance with Nigerian Law.

In Witness Whereof the parties hereto have executed these presents as
adeed the day and year first above written

NAME OF COMPANY


Name: Netcraft Global Concerns Ltd (Founder)

Signature: _____

Date:-----

Recipient (Co-founder, Teams, Investor, Lawyer)Name _

TAIWO SHAKIRAT ADEBIMPE

Signature:  _____

Date: 26th September, 2024