**NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT (hereinafter referred to as the “Agreement”), is entered into this 1st day of June 2021 by and between:

1. GFAMS, a company having its principal place of business at 14b, Ijaola Street, by Military Cantonment, Maryland, Lagos - Nigeria. and
2. Faulkner Temidayo Victor, a Company/Individual having its principal place of business/residence at No 8, Ige Layout, Agbofieti Road, Idi-Ishin Extension, Apata Ibadan, Oyo - Nigeria. acting on its behalf or on behalf of any affiliate that could be substituted for it (“COMPANY”); The companies/Individuals named above being individually a Party and together the Parties; and each Party shall be responsible for any breach of this Agreement by its affiliated companies, directors, officers, employees, agents, shareholders and representatives (individually a "Representative" and collectively "Representatives”).

WHEREAS in connection with and in order to facilitate further discussions regarding a possible business transaction, and in connection with a possible business transaction between the Parties (hereinafter the “Authorized Purpose”), each Party, as Disclosing Party, has disclosed and may disclose to the other party, as Receiving Party, in accordance with the terms and conditions of this Agreement, certain information, that is confidential and proprietary. To protect and maintain the confidential and proprietary nature of such information and to control its disclosure, the parties have entered into this Agreement

NOW, THEREFORE, for and in consideration of the mutual covenants herein described, which consideration is agreed and stipulated to be fully adequate, the parties hereto agree as follows:

1. **Confidential Information Defined**. "Confidential Information" shall mean proprietary information of any kind furnished by The Disclosing Party to the Receiving Party at any time since the first such submission by The Disclosing Party to Receiving Party, including without limitation, patent-related documents, systems concepts, proposals, drawings, models, product designs, product specifications, product performance data, marketing plans, identity of customers, trade secrets, technical data, financial data and other commercial information or any part thereof.
2. **Use and Disclosure.** Any Confidential Information received under this Agreement shall be treated by the Receiving Party in the strictest confidence and the Receiving Party agrees not to use such Confidential Information for any purpose whatsoever other than for the Authorised Purpose, or carrying out obligations pursuant to any established business relationship with The Disclosing Party. Receiving Party agrees not to disclose or disseminate or otherwise publish such information to any third party without the prior written consent of The Disclosing Party. The foregoing two sentences shall not apply to information or materials which were, as established by clear and convincing evidence either publicly known at the time of communication thereof to the Receiving Party or already in the possession of Receiving Party; or information rightfully disclosed in response to an order of a court of law or otherwise required by law; or information that entered the public domain subsequent to the time it was communicated to the Receiving Party other than by a breach of this Agreement Without limiting the foregoing, the Receiving Party agrees that:
   1. it will not disclose the Confidential Information to others, including, without limitation, other companies, their subsidiaries, other individuals, and independent or outside contractors; and
   2. it will not use the Confidentilal Information for its own account or purposes, or for the purposes of any other party; and
   3. it will not make, photocopy, or otherwise reproduce or disclose any documents or copies of documents containing disclosures of the Confidential Information or any part thereof; and
   4. it will not communicate or disclose to others that the Confidential Information has been disclosed to it or that it is performing any work for or on behalf of or with The

Disclosing Party; and

* 1. it will not disregard its obligations of confidence and use by selecting a series of items of knowledge from unconnected sources and fitting them together through its knowledge or use of the Confidential Information, or any portion thereof, so as to attempt to justify use thereof for its own account or purposes for that of any other party; and
  2. it will assign, and to the extent permissible by applicable law, hereby assigns to The Disclosing Party all right, title, benefits and interest to any invention, protectable work or business transaction which without the consent of the Disclosing Party arises or is derived from information, concepts or ideas disclosed by The Disclosing Party to Receiving Party, even if such invention or work includes, as a portion, component or feature thereof, any information other than is as defined herein as “Confidential

Information.”

1. **Maintaining and Protecting Confidential Information.** The Receiving Party also agrees

that:

* + 1. It will be responsible for maintaining the secrecy and confidentiality of the Confidential

Information; and

* + 1. It will take all reasonable measures to prevent unauthorized disclosure of the

Confidential Information; and

* + 1. it will disclose the Confidential Information only to such of its associates as are necessary to carry out the purposes of this Agreement; and
    2. it will take all reasonable measures to enforce the obligations of confidential use contained in this Agreement with respect to any of its associates or former associates who, while associated with the Receiving Party, may have had access to the

Confidential Information; and

1. **Warranty.** Each party warrants that it has the right to disclose the Confidential Information to the Receiving Party and to authorize the Receiving party to use the Confidential Information.
2. **No Licenses, Etc**. All rights The Disclosing Party may have in Confidential Information, including, without limitation, rights of patent, copyright and trade secret, shall remain exclusively in The Disclosing Party and nothing in this Agreement shall be construed as granting any license, waiver or other right to the Receiving Party with respect to any of the

Confidential Information.

1. **Refusal of Information.** The Receiving Party will have the right to refuse to receive any information under this Agreement and nothing in this Agreement obligates The Disclosing Party to disclose to the Receiving Party any information whatsoever.
2. **Remedies**. The parties recognize and agree that violation of any of the agreements contained herein will cause irreparable damage or injury to The Disclosing Party, the exact amount of which would be impossible to ascertain, and that, for such reason, among others, The Disclosing Party shall be entitled, without bond or separate proof of irreparable harm, to equitable relief, including injunction, in the event of any breach and/or reasonable inference of a threatened breach of the provisions of this Agreement. Each Party shall release, defend, indemnify and hold harmless the other Party and its officers, directors, employees, servants, agents and insurers from any claims for its own special, indirect or consequential damage or

loss.

1. **Severability of Agreement**. The parties hereto declare that the provisions of this Agreement are severable. In the event of a judicial determination that any particular provision of this Agreement is invalid or unenforceable, the other provisions shall continue in full force and effect, as far as possible, as if the invalidated or unenforceable provision had not been made part of the Agreement. In the event of a judicial determination that this Agreement is unenforceable, according to its terms, this Agreement shall be so construed, by limitation of scope or duration or otherwise, as to be enforceable, and shall be enforced as so construed; provided, however, that no such construction for the sake of rendering this Agreement enforceable shall place The Disclosing Party in any different position, as to its rights in any item of the Confidential information disclosed by it under this Agreement, than it would have been in, had this Agreement not been made
2. **Commencement and Termination.** This Agreement and the obligations hereunder

shall come into force on the date first executed and shall remain binding for a period of two (2) years except if renewed by mutual consent of the parties. Notwithstanding such termination, the nondisclosure and non-circumvention provisions of this Agreement shall survive for a period of three (3) years following the expiration or termination of the Agreement

1. **Non-assignment and Waivers**. No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof or the exercise of any other right, power or privilege hereunder so operate as a waiver. None of the Parties may assign, pledge, or otherwise transfer its rights or delegate its duties or obligations under this Agreement without the prior written consent of the other Party
2. **Return of Confidential Information:** All Confidential Information shall remain the property of the Disclosing Party. Within 30 days of receipt of written notice from the Disclosing Party, the Receiving Party shall return all original Confidential Information received from the Disclosing Party and shall destroy all copies (both written and electronic, as certified in writing by one of Receiving Party’s senior officers) and related documentation generated by the

Receiving Party or its Representatives that include or refer to any part of the Confidential Information.

1. **Governing Law and Construction:** This Agreement shall be governed by and construed in accordance with the laws of Nigeria without giving effect to the conflict of laws provisions thereof, and each party agrees to submit to personal jurisdiction in the federal and state Courts located in Nigeria which shall be the exclusive venue for such action. This Agreement has been prepared in the English language. It is expressly understood and agreed that the interpretation, construction and legal effect of the English text shall govern in the event any dispute may arise between the parties thereto.
2. **Non-Circumvention :**The parties may not utilize contacts or information provided to them during the course of exploration, negotiation or Should the Parties enter into a business transaction, during the term of that subsequent agreement, each Party hereby agrees not to directly or indirectly, deal with, transact, or otherwise be involved with any company, department, corporation, partnership, proprietorships, trust, individuals, or other entities introduced by either Party for its own benefit without the written approval of the introducing party. This clause expires 24 months from the date of introduction.
3. **No Partnership:** This Agreement does not constitute any form of partnership, joint venture, association, fiduciary relationship, or other form of legal entity between the Parties. The Parties will each bear its own expenses incurred in connection with this Agreement and any transactions contemplated hereby, whether or not the transactions are consummated.
4. **Entire Agreement:** This Agreement comprises the full and complete agreement of the Parties hereto with respect to the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the Parties hereto, whether written or oral, expressed or implied.
5. **Counterparts:** This Agreement may be executed by facsimile or email and in any number of counterparts, each of such counterparts shall for all purposes be deemed an original and all such counterparts shall together constitute but one and the same instrument.
6. **Miscellaneous:** Notwithstanding anything herein to the contrary, for and in consideration of The Disclosing Party’s allowing Receiving Party to review Confidential Information and thereby gain an opportunity to seek a profitable new business relationship with The Disclosing Party, which consideration Receiving Party expressly stipulates to be adequate to bind this and all other obligations expressed in this Agreement, Receiving Party hereby expressly agrees and stipulates that any and all inventions, copyrightable works, trade secrets, and/or discoveries which are derived from the Confidential Information, whether or not performed pursuant to any further agreement between The Disclosing Party and Receiving

Party, shall wholly vest in, be owned by, and become the exclusive property of The Disclosing Party. Such rights which shall vest in The Disclosing Party shall include, but not be limited to, patent rights and copyrights regardless of inventor ship or authorship.

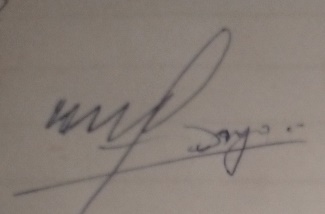
**IN WITNESS WHEREOF**, the duly authorized officers of the Parties have caused this agreement to be executed on the date first written above.

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GFAMS CONSULTING

14b, Ijaola Street, by Military Cantonment, Maryland, Lagos - Nigeria,

Signature:



Date: 16th January, 2022

Name of authorized signatory: Faulkner Temidayo Victor

Address: No 8, Ige Layout, Agbofieti Road, Idi-Ishin Extension, Apata Ibadan, Oyo - Nigeria