



The Post Square Building  
23 Adeola Odeku  
Victoria Island, Lagos  
Nigeria

## **Employee Gift Policy, Conflict of Interest and Non-Disclosure Agreement**

This Agreement made this 17<sup>th</sup> day of September, 2020

BETWEEN

News Central Media Limited, a private limited liability Company registered in Nigeria under the relevant laws with registered address at

The Post Square Building, No. 1, Ologun Agbaje Street, off Adeola Odeku, Victoria Island,  
(Address of employer)

AND

\_\_\_\_\_ - Of \_\_\_\_\_  
(Employee name) (Employee address)

WHEREAS:

A. The Employee executed an employment letter dated [date] (The Letter).

B. It is the intention of the Employer and the Employee that this Agreement together with the Letter forms the Employment Contract (the Contract) of the Employee.

C. This agreement is made to conform to the goals and standards of the Employer as an organization in the media industry.

IT IS NOW AGREED AS FOLLOWS:

### **1. EMPLOYEE'S UNDERTAKINGS**

1.1 The Employee acknowledges that he/she is an employee of the Employer and that he/she could be posted to one or more of the Employer's subsidiaries.

1.2 The Employee understands and acknowledges that:

1.2.1 in the course of his/her employment, he/she will gain access to the details of clients, partners and other professionals with whom the Employer does business whether embodied in written form or otherwise.

1.2.2 in the course of his/her duties, he/she will acquire considerable know-how in and techniques of the Employer.

1.2.3 in the course of his/her employment, he/she will have the opportunity of having personal relationships with clients of the Employer; and

1.2.4 in the course of his/her employment, he/she will generally have the opportunity of learning and acquiring trade secrets, business connections and other confidential information pertaining to the business of the Employer.

1.3 The Employee agrees to the following addition to his/her Contract with the Employer.

## **2 CONFIDENTIAL INFORMATION, INVENTIONS AND INTELLECTUAL PROPERTY RIGHTS**

2.1 In this Agreement "Confidential Information" includes information in any medium, whether written, oral, visual, electronic or other tangible or intangible form, consisting of:

- 2.1.1 all trade secrets, contents, confidential, private or secret information, knowhow, or proprietary information (whether such is in writing, or in electronic, oral or any other form or medium) of the Employer or of entities affiliated, associated, or related to the Employer including without limitation, their respective employees, consultants, clients, ideas, business partners, and other third party with whom the Employer has or is contemplating a business relationship or other engagement;
- 2.1.2 information that has (whether or not) been marked or otherwise specifically identified or designated as confidential or proprietary by the Employer.
- 2.1.3 Information that is by its nature such that the Employer would consider it to be confidential or the nature of which is such that it would generally be considered confidential in the industry of the Employer or the Employer's associate is obligated to treat as confidential or proprietary such as, without limitation, financial, business, legal, corporate information and materials otherwise relating in any manner to the business or affairs of the Employer, its associates, marketing information, strategies and tactics, research, product, technical information; personnel information, contents, personal information, client information and information about other commercial relationships, of or related to the Employer;
- 2.1.4 all technical and business information relating to Employer's proprietary ideas, patentable ideas copyrights and/or trade

secrets, existing and/or contemplated products and services, software, schematics, research and development, profit and margin information, finances and financial projections, clientele and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure".

2.2 Employee shall use the Confidential Information only for the purpose of employment responsibilities with the Employer.

2.3 Except as authorized or required by his or her duties the Employee shall keep secret and shall not use or disclose and shall use his or her best endeavors to prevent the use or disclosure by or to any person of any of the Employer's Confidential

Information which comes to his or her knowledge during his or her employment.

2.4 Employee shall limit disclosure of Confidential Information to him or herself or to Employer's directors, officers, partners, members and/or employees having a need to know and shall not disclose Confidential Information to any third party outside the Employer (whether an individual, corporation, news agency, media organization or other entity) without the prior written consent of Employer.

2.5 This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Employee any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified herein.

2.6 If there is a breach or threatened breach of any provision of this Agreement, the employer shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.

2.7 The provisions of this clause 2 shall apply during and after the Employee's employment without any time limit but shall cease to apply to information or knowledge which the Employee establishes has in its entirety become public knowledge otherwise than through any unauthorized disclosure or other breach on his or her part of this Agreement.

2.8 All records in any medium (whether written, computer readable or otherwise) including all the things defined and enunciated in paragraph 1

about the Employer and all copies and extracts of them made or acquired by the Employee in the course of his or her employment shall be:

2.8.1 The property of the Employer;

2.8.2 Used for the purpose of the Employer only;

2.8.3 Returned to the Employer on demand at any time; and

2.8.4 Returned to the Employer without demand on the termination of the Employee's employment.

2.9 Employee shall before signing this agreement, declare any intellectual property right acquired prior to his/her employment with News Central.

2.10 All work produced by the Employee in the course and scope of his employment or work produced for the benefit of the Employer during such employment, in which copyright vests or is capable of vesting in the Employee, shall be the exclusive property of the Employer and the copyright and all intellectual property rights therein shall vest solely in the Employer.

2.11 The Employee hereby assigns, transfers and makes over to the Employer any and all of his/her right, title and interest ownership of all copyright and intellectual property rights in any works (written, oral, described) drawings or material which the Employee will during the course of employment become author or inventor of, and which, works, drawings, inventions, processes or materials will be created by the Employee in the normal course of duties in terms of this Agreement.

2.12 This assignment of ownership is without any compensation and will not in any way be limited.

2.13 The Employee undertakes to execute any document presented by the Employer assigning his/her ownership of any copyright or intellectual property and any other rights as stated in 2.9 and 2.10 above to the Employer and will do all things to protect and enforce the rights of the Employer in relation to the copyright or intellectual property right.

### 3 Conflict of Interest

3.1 The Employee has an obligation to demonstrate loyalty to the Employer and to conduct business within the ethics of journalism and guidelines that prohibit actual or potential conflicts of interest.

3.2 The Employee undertakes to ensure that decisions made by he/her that affect the Employer are made considering the best interests of the Employer and are not influenced by external or personal interests.

3.3 The Employee undertakes that participation in community, charitable and other outside activities do not conflict with normal work responsibilities.

3.4 The Employee is prohibited from participating in any activity or association that creates or appears to create a conflict between the employee's personal or financial interests, ethical standards of journalism, the News Central Staff handbook, the Broadcasting code and the Employer's business interests. Employee should not maintain any financial interests in competitors that would cause the Employee to maintain divided loyalties or have the appearance of divided loyalties.

3.5 Except with the prior approval of the Head of Department, outside work interests or activities (whether political, charitable, personal, or otherwise) should not:

- a. Not be done during work hours when the employee should be devoting his/her efforts to job responsibilities for the Employer.
- b. Not adversely affect the quality of the employee's work or have a potential impact on the employee's business decisions.
- c. Not involve any use of Employer equipment, facilities; and
- d. Not imply the Employer's sponsorship or support (for example, using the Employer's stationery for personal purposes).

3.6 The Employee undertakes that he/she would not solicit or perform work in competition with the Employer. This also means that outside work cannot be performed on the Employer's time and the Employer's resources cannot be used to assist in performing such work.

3.7 The Employee represents that the performance of all the terms of this Agreement and his/her services to be rendered as an employee of the Employer do not and shall not breach any fiduciary or other duty or any covenant, agreement relating to any proprietary information, knowledge of

data acquired by he/she in confidence, trust or otherwise, prior to her contract by the Employer to which he/she is a party or by the terms of which he/she may be bound.

3.8 In addition, the Employee covenants and agrees not to enter into any agreement or understanding either written or oral, in conflict with the provisions of this Contract of Agreement.

3.9 Each of the undertakings set out in this clause 3 are given to the Employer and may be enforced against the Employee by the Employer.

3.10 The Employee acknowledges that if there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that monetary damages may not be adequate relief for the Employer and accordingly the Employer shall be entitled to injunctive relief.

#### **4. GIFT POLICY**

4.1 The Employee can receive or give reasonable and appropriate gifts, benefits, hospitality, or entertainment from or to third parties, except cash gifts and only as permitted by HR policy for the purposes of:

- a) establishing or maintaining good business relationships.
- b) improving or maintaining the image or reputation of the Employer; or
- c) presenting Employer's services effectively.

4.2 The Employee may accept unsolicited gifts, hospitality, or other benefits, only if they have a value of \$50 (Fifty dollars) or less.

4.3 The giving and accepting of gifts, hospitality, or other benefits above a value of \$50 (Fifty dollars) is allowed and must be reported to the Head of Compliance not later than 24 hours after receipt, where:

- (a) it is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
- (b) it is given in the name of the Employer.
- (c) it does not include cash or a cash equivalent (such as gift certificates or vouchers).

- (d) it is appropriate in the circumstances, taking account of the reason for the gift, its timing and value.
- (e) it is given openly, not secretly; and
- (f) it complies with journalism standards and ethics and any applicable local law.
- (g) it is not an act of corruption
- (h) It is not made to conceal a story or tip.

4.4 In a situation where rejecting a gift (cash or item) will in the opinion of the giver be considered as an embarrassment or for any other reason the gift cannot be rejected, the head of compliance shall be informed not later than twenty four (24) hours after receipt of the gift.

## 5. **GENERAL**

5.1 The terms of this Agreement together with the Employment letter forms the Employment Contract and the Employer reserves the right to make changes to any of the terms of the Contract. The Employee will be notified of any change as soon as possible.

In witness whereof the Parties have executed this Agreement in the manner hereunder shown.

Executed as a Deed by the within-named Employee:

Employee Name	Employee	Signature

In the presence of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

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

The Common seal of News Central Limited was herein affixed in the presence of

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary