**CONFIDENTIALITY AGREEMENT**

This Non-Disclosure Agreement (“NDA”) is entered into as of **22nd Day of November 2024** by and **BETWEEN**

**Ibukun Adewumi**  and **Emmanuel Adika**

1. **Purpose**. In the course of dealings between **Ibukun Adewumi** and **Emmanuel Adika**, each party may disclose to the other certain confidential technical and business information with respect to the analysis and interpretation of ocean governance research data for Ibukun Adewumi by Emmanuel Adika (“Proposed Transaction”), which the disclosing party desires the receiving party to treat as confidential.

2. **“Confidential information**” means information disclosed by either party to the other party, directly in writing, orally or by inspection of tangible objects (including without limitation studies, contracts, agreements, covenants, business structures including strategy, financial structures, plans and intents, websites and contents, online located information and data, research, product plans, markets, processes, marketing and financing documents, which is designated as “confidential” or “proprietary”. Information communicated orally shall be considered confidential information if such information is identified as confidential information at the time of initial disclosure or if such information is confirmed in writing as being confidential information at the time of initial disclosure. Confidential information shall include any information relating to the parties’ proprietary documentation and all related materials, regardless of how such materials are marked. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of the disclosure by the disclosing party and can be reasonably shown to be so by the receiving parties files and records prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without its knowledge of such third party’s obligations of confidentiality; (v) is independently developed by the receiving party without use or reference to the disclosing party’s confidential information, as shown by documents and other competent evidence in the receiving party’s possession or (vi) is required by law or regulation to be disclosed by the receiving party , provided that the receiving party, where it is reasonable in the circumstances, shall promptly give the disclosing party written notice of such requirement prior to any disclosure to the extent legally permissible and reasonably practicable so that the disclosing party may seek a protective order or other appropriate relief.

3. **Non–Disclosure of Confidential Information and Non-Circumvention.** **Emmanuel Adika** agrees not to use any Confidential Information of the other party for any other purpose except for the completion or performance of services or other course of business dealings for or with the other party. Neither party shall reverse engineer, disassemble or decompile any data, surveys, or other tangible objects which embody the other party’s Confidential Information and which are provided to the party hereunder.

4. **Maintenance of Confidentiality**. Each party agrees that it will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of Confidential Information of the other party and warrants that all Permitted Users who have a need to access Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such Permitted Users. Each party shall reproduce the other party’s proprietary rights notices any such forth in or on the original.

5. **No Obligation.** Nothing herein shall obligate either party to proceed with any contemplated transaction between them, and each party reserve the right, in its sole discretion, to terminate any discussions concerning any contemplated business opportunity.

6. **No Warranty.** All confidential information is provided “as is”; each party makes no warranties, express, implied or otherwise, regarding its accuracy, completeness or performance.

7. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information which has been disclosed by Ibukun Adewumi to Emmanuel Adika, and all copies thereof which are in the possession of the receiving party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party’s request or at the option of the disclosing party be destroyed and the fact of the destruction promptly advised to the disclosing party, save for such copies as may be necessary to be retained for legal or regulatory purposes.

8. **No License**. Nothing in this NDA is intended to grant any rights in or to Emmanuel Adika under any patent, copyright, trade secret or intellectual property right in Ibukun Adewumi’s confidential information or shall this NDA grant Emmanuel Adika any right, title or license in or to Ibukun Adewumi’s Confidential Information except as expressly set forth herein.

9. **Term and Termination.** The obligations of each receiving party hereunder shall continue for a period of **three (3) years** following the date of this NDA unless a definitive services contract is executed between the parties in which event this Agreement shall expire on the effective date of such definitive services contract. This Agreement may be terminated earlier by thirty (30) days written notification by either Party.

10. **Remedies.** Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party’s business, and expressly agrees that monetary damages may be inadequate to compensate the other party for any breach or any covenant and agreement set forth herein. Accordingly, Emmanuel Adika agrees and acknowledges that any such violation or threatened violation could cause irreparable damage to Ibukun Adewumi and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Ibukun Adewumi shall be entitled to obtain injunctive relief against the threatened breach, without the necessity of proving actual damages.

11. **Miscellaneous.** This NDA shall bind and inure to the benefit of the parties and their successors and permitted assigns. This NDA shall be governed by the laws of Kenya and any dispute or controversy arising out of this agreement shall be resolved by the Courts in Nairobi, Kenya. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this agreement shall not constitute a waiver thereof or any other provision. This NDA may not be amended except by a written document signed by both parties hereto. Any waiver of any obligation shall be expressly given in writing by the party, entitled to waive the obligation. In the event that any term condition or provision of this Agreement is held to be a violation of any applicable law statute or regulation the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term condition or provision had not originally been contained in this Agreement.

12. Any notice, communication, document, or demand given hereunder shall be in writing and shall be sent by email to the address set out below or any other address notified by the Parties in writing:

For Ibukun Adewumi

Address: House 3 Runda Paradise Close, Nairobi

Email ID [ibukunadewumi@gmail.com](mailto:ibukunadewumi@gmail.com)

For Adika Emmanuel

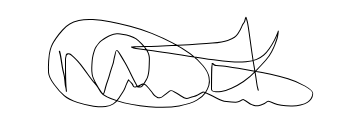
Address: Kasarani, Nairobi.

Email Id: [adikamunyao@gmail.com](mailto:adikamunyao@gmail.com)

**Ibukun Adewumi**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Emmanuel Adika**

****

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_