ENUGU STATE PINEAPP PROJECT NON-DISCLOSURE AGREEMENT

Between

PineApp Tech

(Official Brand of PineApp Solutions LTD)

And

SAMUEL NDUKWE

I. **AGREEMENT.**

This PineApp Solutions Limited project Non-Disclosure Agreement, hereinafter known as the "Agreement", created on the FEBRUARY 4th 2025 is by and between "Pineapp Solutions Limited", or "Pineapp tech" , or "Pineapp" hereinafter known as the "1st Party" or "Requesting Party", and [**MOSOPEFOLUWA OBAFEMI**], hereinafter known as the "2nd Party", and collectively known as the "Parties".

WHEREAS this Agreement is created for the purpose of preventing the unauthorized disclosure of the confidential and proprietary information regarding the development of the "PineApp" platform with its purpose of empowering businesses through innovative software solutions that enhance productivity, streamline operations, and foster growth, and to also revolutionize the software industry by developing groundbreaking solutions that transform the way businesses operate.

The Parties agree as follows:

II. TYPE OF AGREEMENT.

 Unilateral – This Agreement shall be Unilateral, whereas, the 1st Party shall have sole ownership of the Software with the 2nd Party being prohibited from disclosing confidential and proprietary information that is to be released by the 1st Party to develop the Software.

III. DEFINITION.

For the purposes of this Agreement, the term "Confidential Information" shall include, but not be limited to, software products, software source code or any related codes in all formats, business plans, financial statements, contacts, project dynamics, customers or users, analytical data, documentation, and correspondences that have not otherwise been made publicly available. However, Confidential Information does not include:

a. Information generally available to the public.

b. Widely used programming practices or algorithms.

c. Information rightfully in the possession of the Parties prior to signing this Agreement and.

d. Information independently developed without the use of any of the provided Confidential Information.

IV. OBLIGATIONS.

1. The obligations of the Parties shall be to always hold and maintain the Confidential Information in the strictest of confidence and to their agents,

employees, representatives, affiliates, and any other individual or entity that is on a "need to know" basis.

2. If any such Confidential Information shall reach a 1 of 2 third (3rd) party, or become public, all liability will be on the Party that is responsible.

3. The 2nd Party shall not, without the written approval of the other 1st Party, publish, copy, or use the Confidential Information for their sole benefit.

4. If requested, the 2nd Party shall be bound to return all materials to the Requesting Party within (3) days.

5. This Section shall not apply to the 1st Party if this Agreement is Unilateral as marked in Section II.

6. The **1st Party** shall have the full access and ownership rights to all software programs developed for and under PineApp Tech.

7. All decisions and action made and taken in the course of this employment with regards to PineApp Tech softwares, products, IP usage is subject to the knowledge and approval of the first party (employer).

8. All the software, source codes, repositories, version control applications and their contents used for and on behalf of PineApp Tech for any of her projects or related projects directly or indirectly, shall not be replicated, duplicated, cloned, used, or shared with anyone, business, prospects, proposals, and opportunity during your engagement with PineApp or at the point of exit/termination from PineApp or thereafter.

V. TIME PERIOD.

The bounded Party(ies') duty to hold the Confidential Information in confidence shall remain in effect until such information no longer qualifies as a trade secret or written notice is given releasing such Party from this Agreement.

VI. SEVERABILITY.

If a court finds that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the 1st Party.

VII. INTEGRATION.

This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings.

This Agreement may not be amended except in writing with the acknowledgment of the Parties.

VIII. ENFORCEMENT.

The Parties acknowledge and agree that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause

irreparable harm for which damages and or equitable relief may be sought. The harmed Party shall be entitled to all remedies available at law.

IX. GOVERNING LAW.

This Agreement shall be governed under the laws of the Enugu State Judiciary.

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 1st Party's Signature

Chidubem Anowor PMP, SMAC SPOAC

 FOR: _PineApp Tech

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2nd Party's Signature

SAMUEL NDUKWE

Mobile App Developer