**MUTUAL NON-DISCLOSURE AGREEMENT**

**BETWEEN**

**S3NOIR GROUP BV**

**AND**

**OJAPAY NIGERIA LIMITED**

This Mutual Non-Disclosure Agreement (this “Agreement”) is entered into by and between S3Noir Group BV, headquartered at 1033CL Amsterdam, The Netherlands, and OJAPAY NIGERIA LIMITED with registered address at House E1, Waterview Estate, off Admiralty Road, Lekki Phase 1, Lagos, Nigeria and is deemed effective as of 25 April 2024, or the date of the first confidential disclosure of any kind by one party to the other, whichever is earlier.

In anticipation of a future agreement or arrangement between the parties, they intend to share certain “Confidential Information” (as defined below) solely for the limited purpose of evaluating a possible business relationship or transaction (“Evaluation”).

This Agreement sets for the terms and conditions upon which the parties are willing, for purposes of the Evaluation, to grant each other access to their respective Confidential Information, which may be disclosed by either party (as a “Discloser”) to the other party (as a “Recipient”) regarding a Discloser’s investments, operational strategy, acquisition prospects and strategy, products, services, technologies or other aspects of its business. Therefore, for the privilege of obtaining such limited access to a Discloser’s Confidential Information, and for the other good and valuable consideration, each Recipient hereby agrees with each Discloser as follows:

1. Confidential Information. As used in this Agreement, the term “Confidential Information” means and includes any and/or all of the following information created, developed, owned, licensed, held or used by a Discloser that is disclosed to or otherwise received by Recipient in any oral, written or electronic form:

(A) Any and all trade secrets, intellectual property, and other confidential or proprietary information related to Discloser’s business, products, services or technologies, including without limitation:

(1) methods, processes, know-how, formulas, designs, research, ideas, inventions, discoveries, technologies, drawings, reports, summaries, models, test results, technical materials, operating instructions, manufacturing techniques, computer programs, source code, object code, executable code, trade secrets, patents pending, works of authorship, databases, testing data and research information;

(2) information regarding Discloser’s business, business relationships, programs, products and services, and research and development efforts, and any business, financial research and development, financial analysis, and reports related thereto, including but not limited to Discloser’s valuation reports or confidential memoranda;

(3) names and addresses of Discloser’s past and present customers, pricing data, sales data, sources of supply, internal procedures, quality control programs, systems, forms, manuals, instructions, financial data, market surveys and plans, customer service information, and sales and related information; and

(4) all other such information relating to Discloser, its business, projects, programs, products and services that is not generally known to the public, including but not limited to, non-public offering documents, circulars, prospectuses, and related documentation;

(B) Any and all information in Discloser’s possession or control that is related to any third party that:

(1) is marked “CONFIDENTIAL,” “PROPRIETARY,” or with words of similar import; or

(2) Recipient knows or reasonably should know that the information was received by Discloser under an obligation of confidentiality to the third party or any obligation to the third-party restricting use of such information.

2. Protection of Confidential Information. Recipient recognizes that the Confidential Information is valuable confidential and/or proprietary to Discloser, and that any unauthorized use or disclosure of the Confidential Information would cause substantial harm to Discloser. Recipient and its employees, agents and independent contractors shall hold the Confidential Information in strict confidence and shall protect it with the utmost care, taking all necessary precautions to maintain the confidential nature of the Confidential Information disclosed to or received by Recipient, and exercising in any event not less than the same degree of secrecy and confidentiality as Recipient would extent to Recipient’s own confidential information, disclosing the same only to its own employees, agents and independent contractors who have a legitimate “need to know.” Recipient agrees that it shall use the same reasonable measures to protect the Confidential Information from misappropriation as it would use with respect to its own proprietary information without in any way limiting the foregoing, but subject to the exceptions in Section 3 below, Recipient shall never disclose to any third party, nor shall it ever permit any third party (including without limitation any parent, subsidiary, affiliate, partner or owner of Recipient) to use (except for the limited purpose of the Evaluation), or to copy or disclose, any Confidential Information, unless such third party has been pre-approved by Discloser and has also signed a similar Non-Disclosure Agreement with Discloser regarding the Evaluation. Acting in good faith at all times, Recipient shall not use any of the Confidential Information for Recipient’s own benefit or for the benefit of a third party, or for any other purpose, except as needed to carry out the limited purpose of the Evaluation. Recipient further agrees to indemnify Discloser against any losses, damages and expenses incurred or suffered by Discloser as a result of any breach of this Agreement by Recipient or by any of Recipient’s employees, agents, independent contractors, affiliates or any unauthorized recipients of any Confidential Information disclosed by Recipient.

3. Exceptions. This Agreement shall not be interpreted to prevent the Recipient’s use or disclosure of any information that Recipient can prove, as of the date of any such use or disclosure, (i) was within Recipient’s knowledge or lawful possession prior to receipt from Discloser, (ii) is required by law to be disclosed (but only to the extent that any such limited disclosure is legally required), (iii) is or becomes public knowledge (i.e., part of the public domain) other than by a breach of this Agreement, or (iv) is lawfully received from a third party not obligated to hold such information confidential. Furthermore, this Agreement does not (i) obligate Discloser to disclose any particular information; (ii) require Recipient or Discloser to develop, make, use, buy, sell, or otherwise dispose of any existing or future product or service, or to favor or recommend any product or service of the other party; (iii) restrict Recipient from developing, or acquiring new products/ or services, or improving existing products or services so long as any such product or service is completely independent of and does not in any way use or benefit from any of Discloser’s Confidential Information; or (iv) grant either party a license under the other party’s copyrights or patents or any right to otherwise commercialize or exploit the Discloser’s Confidential Information.

4. Internal Disclosures. If Recipient is a business, it shall (i) not permit any person to examine, copy, have access to or use the Confidential Information, except for Recipient’s employees having a legitimate need for the information in connection with, and as contemplated by, the Evaluation, and (ii) inform Recipient’s employees of Recipient’s obligation under this Agreement and take appropriate steps to ensure that its employees comply with all of Recipient’s obligations hereunder.

5. Notice of Misappropriation. Recipient will promptly inform Discloser in writing of any misappropriations, unauthorized use, or disclosure of any of the Confidential Information in violation of this Agreement that may come to its attention.

6. No License. Recipient recognizes and agrees that the Discloser is the sole owner of the Confidential Information and that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to Recipient with respect to any information disclosed in the Confidential Information.

7. Return of Confidential Information. Upon Discloser’s request, and in any event upon completion or termination of the Evaluation, Recipient shall promptly return to Discloser all materials in Recipient’s possession or control that contain or represent any Confidential Information, including but not limited to documents, drawings, diagrams, flow charts, computer programs or codes, memoranda, plans, notes, and all copies thereof in any medium which may have been provided to Recipient or which Recipient may have produced; and Recipient shall promptly thereafter certify in writing to Discloser that it has honored all of its obligations under this paragraph and paragraphs 2 and 4 above.

8. Choice of Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with Nevada, without any consideration of its rules governing conflicts of law; and both parties’ consent to the jurisdiction of the state and federal courts in Clark County Nevada for the resolution of any disputes related hereto.

9. Equitable Remedies. Recipient acknowledges that any breach of this Agreement would cause Discloser to suffer irreparable harm for which monetary damages would be an inadequate remedy, and waives any claim to the contrary. Recipient therefore agrees that Discloser shall be entitled to an injunction restraining any actual or threatened breach of this Agreement, to specific performance where applicable, in addition to any other remedies to which it may be entitled, including monetary damages.

10. Term of Agreement. This Agreement shall remain in full force and effect during the performance of the Evaluation and thereafter until all Confidential Information acquired by a Recipient becomes part of the public domain.

11. Attorney’s Fees. In the event that either party hereto shall be found in default or breach of this Agreement by arbitration or a court of competent jurisdiction, said party shall be liable to pay all reasonable attorney’s fees, arbitration and court costs, and other reasonably related collection costs and expenses incurred by the other party in enforcing the rights hereunder.

12. Binding Effect, Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties hereto. No voluntary assignment of this Agreement shall be made by either party without the prior written consent of the other party.

13. Entire Agreement; Amendments; etc. This Agreement constitutes and represents the entire agreement of the parties hereto with respect to the subject matter hereof, and all other prior agreements, covenants, promises and conditions, oral or written, between these parties are incorporated herein or superseded in their entirety by this Agreement. No party hereto has relied upon any other promise, representation or warranty, other than those contained herein, in executing this Agreement. This Agreement may be amended at any time upon unanimous agreement if reduced to writing and signed by all parties in order to become effective. A waiver by any party of any term or condition of this Agreement, shall be valid only if in writing and signed by the waiving party, and only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof. If any provision of this Agreement is found by arbitration or a court of competent jurisdiction to be inconsistent with or contrary to any applicable law or regulation, the latter shall be deemed to control and this Agreement shall be treated as modified accordingly (retroactively), giving maximum permissible effect to the parties’ intentions expressed herein, and the remainder of this Agreement shall continue in full force and effect. The individuals signing this Agreement for their respective companies warrant that they are fully authorized to do so and that they (and their respective companies, where applicable) are thereby legally bound by all of the terms and conditions hereof.

Executed as of the day and year first above written.

By: S3NOIR GROUP BV By: OJAPAY NIGERIA LIMITED

Name : Tiambi Simms Name: Opeyemi Okunoren

SIGNATURE: SIGNATURE:

Position Position Managing Director