



NON-DISCLOSURE & INTELLECTUAL PROPERTY/INVENTION ASSIGNMENT AGREEMENT

In consideration and as a condition of my service relationship, whether as an employee, consultant, advisor, or otherwise (collectively, "Service Relationship") with, or my continued Service Relationship by, AjoCard Limited (the "Company"), I, OCTUBILI EMMANUEL, agree to the terms and provisions of this Confidentiality and Intellectual Property/Invention Assignment Agreement (this "Agreement") as follows:

1. Confidential Information

- I. I agree that all information, whether or not in writing, concerning the Company's business, technology, business relationships or financial affairs which the Company has not released to the general public (collectively, "Confidential Information") is and will be the exclusive property of the Company. Confidential Information also includes information received in confidence by the Company from its customers or suppliers or other third parties. Confidential Information may include, without limitation, information on finance, structure, business plans, employee performance, staffing, compensation of others, research and development, operations, manufacturing and marketing, strategies, customers, files, keys, certificates, passwords and other computer information, as well as information that the Company receives from others under an obligation of confidentiality.
- II. I will not, at any time, without the Company's prior written permission, either during or after my Service Relationship, disclose any Confidential Information to anyone outside of the Company, or use or permit to be used any Confidential Information for any purpose other than the performance of my duties as a service provider of the Company. I will cooperate with the Company and use my best efforts to prevent the unauthorized disclosure of all Confidential Information. I will deliver to the Company all copies of Confidential Information in my possession or control upon the earlier of a request by the Company or termination of my Service Relationship.

2. Developments & Inventions:

- I. I will make full and prompt disclosure to the Company of all inventions, discoveries, designs, developments, methods, modifications, improvements, processes, algorithms, mask works, databases, computer programs, formulae, techniques, trade secrets, graphics or images, and audio or visual works and other works of authorship (collectively, "Developments & Inventions"), whether or not patentable or copyrightable, *provided, however*, that if I am classified by the Company as a consultant, I will be obligated to only make full and prompt disclosure of Company-Related Developments & Inventions (as defined below) and related Intellectual Property Rights therein (as defined below). I acknowledge that all work performed by me is on a "work for hire" basis, and I hereby do assign and transfer and, to the extent any such assignment cannot be made at present, will assign and transfer, to the Company and its successors and assigns all my right, title and interest in all Developments that
 - i. relate to the business of the Company or any customer of or supplier to the Company or any of the products or services being researched, developed, manufactured or sold by the Company or which may be used with such products or services; or
 - ii. result from tasks assigned to me by the Company; or
 - iii. result from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company (collectively, "Company-Related Developments & Inventions"), and all related patents, patent applications, trademarks and trademark applications, copyrights and copyright applications, and other intellectual property rights in all countries and territories worldwide and under any international conventions ("Intellectual Property Rights").
- II. I will not incorporate, or permit to be incorporated, any Prior Invention (as defined below) in any Company-Related Development without the Company's prior written consent. A "Prior Invention" is any Development that I have, alone or jointly with others, conceived, developed or reduced to practice prior to the commencement of my Service Relationship with the Company that I consider to be my property or the property of third parties. If, in

the course of my Service Relationship with the Company, I incorporate a Prior Invention into a Company product, process or machine or other work done for the Company, I hereby grant to the Company a nonexclusive, royalty-free, paid-up, irrevocable, worldwide license (with the full right to sublicense) to make, have made, modify, use, sell, offer for sale and import such Prior Invention.

3. **Enforcement of Intellectual Property Rights:**

I will cooperate fully with the Company, both during and after my Service Relationship with the Company, with respect to the procurement, maintenance and enforcement of Intellectual Property Rights in Company-Related Developments & Inventions. I will sign, both during and after the term of this Agreement, all papers, including without limitation copyright applications, patent applications, declarations, oaths, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Company-Related Development.

4. **Survival and Assignment by the Company:**

I understand that my obligations under this Agreement will continue in accordance with its express terms regardless of any changes in my title, position, duties, salary, compensation or benefits or other terms and conditions of my Service Relationship. I further understand that my obligations under this Agreement will continue following the termination of my Service Relationship regardless of the manner of such termination and will be binding upon my heirs, executors and administrators. The Company will have the right to assign this Agreement to its affiliates, successors and assigns. I expressly consent to be bound by the provisions of this Agreement for the benefit of the Company or any parent, subsidiary or affiliate to whom I may be transferred without the necessity that this Agreement be re-executed at the time of such transfer.

5. **Severability:**

If any provision in this agreement is held to be invalid or unenforceable in any jurisdiction, the validity and enforceability of all remaining provisions contained in this Agreement shall not in any way be affected or impaired, and the invalid or unenforceable provisions shall be interpreted and applied so as to produce as near as may be the economic result intended by the Parties to this Agreement

6. No Service Relationship Obligation:

I understand that this Agreement does not create an obligation on the Company or any other person to continue my Service Relationship. I acknowledge that, unless otherwise agreed in a formal written agreement signed on behalf of the Company by an authorized officer, my Service Relationship with the Company is at will and therefore may be terminated by the Company or me at any time and for any reason, with or without cause.

7. Governing Law: This Agreement shall be governed by and construed in accordance with the Laws of the Federal Republic of Nigeria.

IN WITNESS WHEREOF, the undersigned has executed this Confidentiality and Intellectual Property/Invention Assignment Agreement as of the date set forth below.

Name: OCTHABILI GPMANUEL

Signature : manuel