

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (the "Agreement") is entered into by and between Matador Trust, registered under the laws of the Federal Republic of Nigeria, a division of Myxellia Inc, registered in Delaware, United States (hereinafter referred to as the "Disclosing Party"), and [Applicant's Full Name], an individual residing at [Applicant's Address] (hereinafter referred to as the "Receiving Party").

WHEREAS, the Disclosing Party intends to share certain confidential and proprietary information related to a mobile app UI design project with the Receiving Party for the purpose of evaluating the Receiving Party's qualifications;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Disclosing Party and the Receiving Party agree as follows:

1. Confidential Information

The term "Confidential Information" shall mean any and all information, technical data, trade secrets, know-how, business plans, designs, specifications, source code, and other proprietary information that is disclosed by the Disclosing Party to the Receiving Party in connection with the evaluation of the job application process. Confidential Information shall not include information that (a) is or becomes publicly known through no fault of the Receiving Party, (b) was rightfully in the Receiving Party's possession prior to disclosure, (c) is rightfully obtained by the Receiving Party from a third party without breach of any obligation of confidentiality, or (d) is independently developed by the Receiving Party without reference to the Confidential Information.

2. Non-Disclosure and Non-Use

The Receiving Party agrees to use the Confidential Information solely for the purpose of the evaluation mentioned in the job application process. The Receiving Party shall not disclose, reproduce, distribute, or otherwise make available the Confidential Information to any third party without the prior written consent of the Disclosing Party.

3. Protection of Confidential Information

The Receiving Party agrees to take reasonable measures to protect the confidentiality of the Confidential Information. The Receiving Party shall not use less than a reasonable standard of care to prevent the unauthorized use, disclosure, or reproduction of the Confidential Information.

4. Return of Information

Upon the Disclosing Party's written request or upon the conclusion of the evaluation process, the Receiving Party shall promptly return or destroy all copies of the Confidential Information and any materials derived therefrom.

5. Remedies

The Receiving Party acknowledges that unauthorized use or disclosure of the Confidential Information may cause irreparable harm to the Disclosing Party. In the event of a breach or threatened breach of this Agreement, the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, without regard to its conflicts of laws principles.

7. Portfolio and Work Claim

The Receiving Party agrees not to claim ownership of, reproduce, or use the work done during the evaluation process for any purpose, including adding it to their portfolio, without the explicit written consent of the Disclosing Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Matador Trust, a division of Myxellia inc.

Signature: _____

Name:

Title:

Date:

Applicant's details:

Signature: _____

Name:

Date: