

**THIS CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT is** made this ...28....

Day of March,2025

**BETWEEN**

**SOVEREIGN TECHNOLOGY AND INNOVATIONS LIMITED** (hereinafter referred to as "the Employer") which expression shall where the context so admits include her successors-in- title and assigns) of the one part.

**AND**

**Abu Mercy of 19,Ezeagu Street Off Ojo Road Apapa Lagos.**(hereinafter referred to as "the Employee" which expression shall where the context so admits include his successors-in-title and assigns) of the other part.

**WHEREAS:**

1. The Employee is under a contract of employment with the Employer.
2. The EMPLOYER has, from time to time, confidential information concerning business plans, financial,Lines of codes,git hub repository and other strategies and/or other information developed or obtained by the EMPLOYER;
3. THE EMPLOYEE in the course of his employment has access OR shall have access to the confidential information aforementioned in paragraph 2 above;

**IN CONSIDERATION** of their mutual promises, assurances, guarantees and undertakings, the parties hereto agree as follows:

**NON DISCLOSURE**

1. The EMPLOYEE agrees Not to, directly or indirectly, deal with, use, exploit or disclose any of the information or any other knowledge or information of a secret or confidential nature which it may acquire in relation to the business of the EMPLOYER or any related company unless and until expressly authorised in writing to do so by the EMPLOYER.
2. The provisions of this clause shall survive the termination of this Agreement or the Employment Agreement between the Employer and the Employee.
3. In the event of any breach of this clause, the Employee agrees with the Employer to comply with an immediate injunction to prevent any future breaches, without proof of damage or irreparable loss.
4. This right shall be in addition to any other rights which may be available to restrain the use of the information, and in addition to any rights to damages which the Employer may have against the Employee;
5. The Employee shall safeguard INFORMATION against disclosure to others with the same degree of care as he exercises with his own INFORMATION of a similar nature; and not to disclose such INFORMATION.

#### **EXCLUDED CONFIDENTIAL INFORMATION**

6. EMPLOYEE shall not be prevented from using or disclosing any of the INFORMATION:
  - A. which EMPLOYEE can demonstrate by written records was previously known to him;
  - B. which is now, or becomes in the future, public knowledge other than through acts or omissions of the EMPLOYEE; or
  - C. which is lawfully obtained by the EMPLOYEE from sources independent of the EMPLOYER.

7. The provisions hereof shall be binding upon each of the parties hereto, their respective heirs, executors, administrators and assigns and shall inure to the benefit of the parties' respective successors-in -titles and assigns.
8. Where the Employee is in breach of the provisions of this Agreement, the Employee shall pay to the Employer the sum of N1,000,000,000:00 (One Billion Naira) as Damages for the breach of the provisions of this Agreement.
9. In addition to the remedy of damages as provided for under Clause 7 of this Agreement, the Employer shall be entitled to an Order of Injunction against the Employee or such other Reliefs as may be necessary to protect the trade interest of the Employer.

#### **GOVERNING LAW**

10. This Agreement shall be construed and interpreted according to the laws of the Federal Republic of Nigeria.

#### **NOTICES**

11. Any notice required to be given by either party to the other, shall be given in writing either by personal delivery or by ordinary registered mail, postage prepaid, addressed to the party at its address as may be advised from time to time.
12. Any notice given by mail shall be deemed to have been received by the addressee fifteen (15) working days after mailing. Notices by facsimile are acceptable if followed up by original hard copy by mail.

#### **SEVERABILITY**

13. The invalidity of any particular provision of this Agreement shall not affect any other provision thereto, but the Agreement shall be construed as if such invalid provision were omitted.
14. The recitals shall be deemed to be an integral part hereof and this Agreement may be executed in counterpart.

### **VARIATION**

15. It is expressly and unequivocally agreed that the terms and conditions herein shall not be varied, altered and or modified, except with the mutual written consent of the parties hereto.
16. It is further agreed that the furnishing of INFORMATION to the EMPLOYEE acting in his capacity as an Employee or as an agent of the Employer shall not constitute any grant or license to said EMPLOYEE under any legal rights now or hereinafter held by the Employee acting in such capacity.
17. This broad based Confidential Agreement will apply to information forwarded from time to time by either of the party acting as the EMPLOYER. This Agreement will be activated for specific INFORMATION by the EMPLOYER forwarding a letter to the EMPLOYEE stating that the INFORMATION being forwarded is under this Agreement.

### **TERMINATION**

18. This Agreement shall be in course during the pendency of the Employment Agreement between the Employer and the Employee.

19. Where the Employment contract between the Employer and the Employee is being terminated, this Agreement shall remain in effect for Five (5) years from the date of the effective termination of the employment contract between the Employer and the Employee.
20. All rights including rights to injunctions and damages against the Employee shall continue to enure even after the termination of this Agreement.

### **DISPUTE RESOLUTION**

21. Any disputes arising out of or in connection with this agreement shall be referred for the determination of a Sole Arbitrator appointed by the Lagos Multidoor Courthouse and the Arbitration shall be in accordance with the **Arbitration and Mediation Act, 2023**. The place of Arbitration shall be as decided by the sole Arbitrator in the Federal Republic of Nigeria.
22. The Parties have an understanding of the words used in this Agreement including the legal implication of the terms of this Agreement. Parties have also agreed to make professional consultations with Attorneys before the execution of this Agreement.

**IN WITNESS WHEREOF** the parties have executed this Agreement the day and year first above written.

**COMMON SEAL** of the within-named "EMPLOYER"  
was affixed in the presence of:



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**DIRECTOR**

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**SECRETARY**

**SIGNED, SEALED AND EXECUTED BY THE WITHIN NAMED EMPLOYEE:**

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**NAME**

.....

**SIGNATURE**

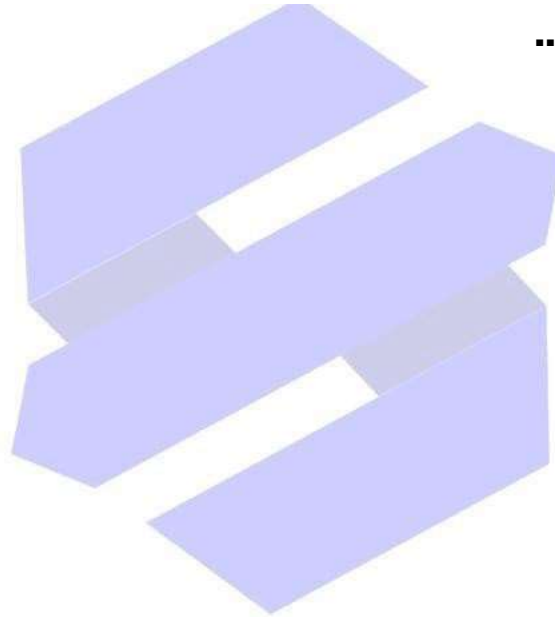
**IN THE PRESENCE OF:**

**NAME:**

**ADDRESS**

**OCCUPATION**

**SIGNATURE**



**SOVEREIGN**  
TECHNOLOGY & INNOVATION LTD