

NON-DISCLOSURE/NON-CIRCUMVENTION AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure/Non-Circumvention Agreement (the "Agreement") is made and effective [_____],

BETWEEN: **CROMWELL PROFESSIONAL SERVICES INTERNATIONAL (PSI) LTD** (the "Disclosing Party"), a corporation organized and existing under the laws of the Federal Republic of Nigeria with its office located at Alpha Plaza, 3rd Floor, Plot H3, No. 10, Obafemi Awolowo Way, Opposite Lagos State Government Secretariat, CBD Alausa, Ikeja, Lagos State.

AND: **EMMANUEL DANIEL** _____ (the "Receiving Party")

of **34, KOBONGBOGBOE, OTA EFUN, OSOGBO, OSUN STATE, NIGERIA** _____.

WHEREAS, Disclosing Party has information, data regarding a concept with respect to a highly sophisticated technology backed revenue mop programme designed for Federal, State and Local governments and agencies called "TENANTS REGISTER (TREG)" (hereinafter referred to as the "concept").

WHEREAS, the Receiving Party and the Disclosing Party wish to explore the possibility of a potential business transaction involving the sponsorship, workability and roll out of the concept.

WHEREAS, the parties acknowledge that the discussions on the concept will involve the disclosure of certain confidential and proprietary information by the Disclosing party

WHEREAS, Receiving Party and Disclosing Party wish to evidence by this Agreement the manner in which said confidential and proprietary material will be treated.

NOW, THEREFORE, it is agreed as follows:

1. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Both Parties understand and agree that each Party may have access to the confidential information of the other party. For the purposes of this Agreement, "Confidential Information" means proprietary and confidential information about the Disclosing Party's business or activities with respect to the concept. Such information includes all business, financial, technical, and other information marked or designated by such Party as "confidential" or "proprietary" or "copyright". Confidential Information also includes information which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential. For the purposes of this Agreement, Confidential Information does not include:

- A. Information that is currently in the public domain.
- B. Information a Party lawfully receives from a third Party without restriction on disclosure and without breach of a non-disclosure obligation.
- C. Information that the Receiving Party knew prior to receiving any Confidential Information from the Disclosing Party and which, if similar to the information being disclosed by the Disclosing Party, is stated at the onset to be known.
- D. Information that the Receiving Party independently develops without reliance on any Confidential Information from the Disclosing Party.

Each Party agrees that it will not disclose to any third Party or use any Confidential Information disclosed to it by the other Party except when expressly permitted in writing by the other Party. Each Party also agrees that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control.

2. TERM

The term of this Agreement is five (5) years from the date of execution by both Parties.

3. TITLE

The Receiving Party agrees that all Confidential Information furnished by the Disclosing Party shall remain the sole property of the Disclosing Party.

4. DISCLAIMER

Nothing contained in this Agreement or in any Confidential Information constitutes any express or implied warranty of any kind. All representations or warranties, whether express or implied, including fitness for a particular purpose, merchantability, title, and non-infringement, are hereby disclaimed. Neither this Agreement nor any Confidential Information shall create, nor shall be deemed to create, a legally binding or enforceable Agreement or offer to enter into any business relationship.

5. NO LICENSE GRANTED

Neither Party grants to the other any license, by implication or otherwise, to use any Confidential Information except as expressly provided in this Agreement.

6. COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original. Where the parties are not able to progress the discussions further, either party shall, with or without any formal demand, return to the other party any proprietary or confidential documents given to it by that party.

7. UNAUTHORIZED USE

Receiving Party shall promptly advise Disclosing Party in writing if it learns of any unauthorized use or disclosure of Proprietary Information by any Receiving Party's Personnel or former Receiving Party's Personnel.

8. INJUNCTIVE RELIEF

Receiving Party acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this Agreement will cause Disclosing Party irreparable damage, and that Disclosing Party shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

9. MODIFICATIONS

This Agreement may be modified only by a contract in writing executed by the party to this Agreement against whom enforcement of such modification is sought.

10. PRIOR UNDERSTANDINGS

This Agreement contains the entire agreement between the parties to this Agreement with respect to the subject matter of the Agreement, is intended as a final expression of such parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understanding, agreements, representations and warranties. If any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

11. WAIVER

Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

12. COMPLIANCE WITH LAW

The Receiving Party agrees to abide by all federal, state, and local laws, ordinances and regulations.

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

DISCLOSING PARTY

Authorized Signature

Print Name and Title

RECEIVING PARTY



Authorized Signature

Emmanuel Daniel, Software developer

Print Name and Title