

THIS AGREEMENT is made on ____ day of March 2021

BETWEEN:

- **LOOPBLOCK NETWORK LIMITED**, a private company limited by shares incorporated in Nigeria with company number RC1553201 and its registered office in Plot 118 Cadestrial zone Wuye FCT Abuja (the Company) and
- _____ of _____ (the employee).

each a “**Party**” and together the “**Parties**”.

NOW IT IS HEREBY AGREED as follows:

- ³⁵₁₇ The employee is now hereby known as an official employee of the company under the technical department of the company.
- ³⁵₁₇ The employee is bound to not work with any competing product, company or entity while serving as an employee for the company.
- ³⁵₁₇ The employee is also bound to not share any confidential information of the company with any individual that is not part of the company, and not allowed to share confidential information with any entity or company, without express permission from the company.
- ³⁵₁₇ The Company was incorporated on 15TH Jan 2019 and carries on the business of building Blockchain and AI technologies.
- ³⁵₁₇ The company has agreed to pay 110,000 Nigerian Naira (NGN) to the employee on a monthly basis and also has the right to change such amount depending on the performance of the employee, but will only do so with a 14 days ahead express notice to the employee.
- ³⁵₁₇ The employee is now recognized web developer of the company. He or She is also allowed to work/participate in all sections of the technical department of the company that is in line with their skills.

FORCE MAJEURE

If and to the extent that a Party's performance of any of its obligations under this Agreement, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such Party (each, a "Force Majeure Event"], and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations effected by the Force Majeure Event for as long as such Force. Majeure Event continues and such Party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event will immediately notify the other Parties of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

If the Force Majeure Event continues for a continuous period exceeding 30 (thirty) days, the Parties shall mutually agree on the future course of action. However, despite all efforts made by the Parties in good faith, if the Force Majeure Event continues for 90 (ninety) days, either of the Parties shall have the right to terminate this Agreement by giving the other Parties notice of termination in writing.

NON-SOLICITATION

Notwithstanding any provision to the contrary, each of the Parties agrees that the Parties (or

any Person forming part of the Parties) shall not for 12 months from the date of this Agreement:

(a) directly or indirectly, partner with or enter into any activity or hire or attempt to hire for any purpose whatsoever (whether as an employee, consultant, advisor, independent contractor, partner or otherwise) any employee or consultant of the other Party;

(b) directly or indirectly, approach, canvass, solicit or otherwise entice using any incentive whatsoever (whether such incentive is in cash, kind or a composite of the same or in any other manner), any employees, vendors, customer, consultant, contractor or agent of the other Party.

SEVERABILITY

If any provision of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid/unenforceable provision.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the Parties concerning the subject matter hereof and supersedes any prior negotiations, correspondence, agreements, understandings duties or obligations between the Parties concerning the subject matter hereof.

NO OTHER RIGHTS GRANTED

Nothing in this Agreement is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favor of the other, nor shall this Agreement be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the Project under this Agreement.

AMENDMENTS

Any change, alteration, amendment, or modification to this Agreement must be in writing and signed by authorized representatives of both the Parties.

DISPUTE RESOLUTION

(a) Any dispute(s) arising out of this Agreement shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply:

(b) The courts in London, United Kingdom or FCT, Nigeria shall have exclusive jurisdiction over any dispute, differences or claims arising out of this Agreement.

GOVERNING LAW

This Agreement and all issues arising out of the same shall be construed in accordance with the laws of London, United Kingdom and FCT, Nigeria. -

SIGNED BY THE PARTIES THIS _____

This agreement has been entered into on the date stated at the beginning of it.

Signed by Johnson Daniel Jonah	
for and on behalf of LOOPBLOCK NETWORK	CEO

Signed by	
for and on behalf of	