

**CONFIDENTIAL
MUTUAL COOPERATION
NON-DISCLOSURE
NON-COMPETITION
AGREEMENT**

This Agreement is made this _____ day of January, 2022, by and between Auditlify Technologies Limited (“**DISCLOSER**”) of 6th Floor, Landmark Towers, Water Corporation Drive, Victoria Island, Lagos Nigeria and _____ **Enter Your Full Name Here** (“**RECIPIENT**”) of **Enter Your Full Address Here** also including employees, principals, referrals and consultants of each Party and together the parties (“Parties”) to this Agreement.

WHEREAS, the purpose of this Agreement is for the purpose of creating a basis for the **DISCLOSER** to provide information and materials to **RECIPIENT** so **RECIPIENT** may understand the businesses proposition of the **DISCLOSER** in order to assist **RECIPIENT** in making a value proposition to the **DISCLOSER**.

WHEREAS, the purpose of this Agreement is only and solely limited to the desire of both Parties to create a confidential, mutual cooperation agreement and to prevent competition with, disclosure of, and/or circumvention of the business, interests, confidential information and relationships of **DISCLOSER and RECIPIENT** relating to the “Subject Project” and “Confidential Information” during the term of the agreements between **RECIPIENT** regarding the Subject Property and Confidential Information listed on the attached Appendix A.

NOW, THEREFORE, in consideration of the foregoing, and the following mutual promises and covenants herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Subject Property:** This Agreement shall pertain to the “Subject Property” described in Appendix A.
2. **Confidentiality:** **DISCLOSER** shall keep confidential all matters regarding **RECIPIENT**, the Subject Property, and the Confidential Information. The **RECIPIENT** shall keep confidential all matters regarding **DISCLOSER’s** proposed operations and information.
3. **Confidential Information:** For purposes of this Agreement, Confidential Information shall only include the information listed on the attached Appendix A, which is not intended to include information generally available to the public or known to **RECIPIENT** prior to disclosure by **DISCLOSER**, and Confidential Information is intended to include information from electronic, internet or hard copy sources, also including proprietary information, specifically including the names of all parties, financing, financial instruments, business plans, business models and technology related to the **DISCLOSER** and pertaining to the Subject Property .
4. **Non-Disclosure:** **RECIPIENT** shall not use for its own benefits, publish or otherwise disclose to others, or permit the use by others for its or their benefit, or to the detriment of **DISCLOSER**, any of the Confidential Information.

5. **Non-Competition:** **RECIPIENT** will not compete with **DISCLOSER** regarding the Subject Property or the Confidential Information. **DISCLOSER** will not compete with **RECIPIENT** regarding the referrals, financial information or the Confidential Information. The recipient agrees not to use any information or product created from the subject property for marketing purpose.
6. **Return of Confidential Information:** At any time, at the request of **DISCLOSER**, **RECIPIENT** shall promptly return to, or destroy permanently as directed by **DISCLOSER**, Confidential Information of **DISCLOSER**.
7. **Intellectual Property:** All intellectual property rights in the disclosed information shall belong to the disclosing party.
8. **Equitable Relief:** **RECIPIENT** acknowledges that **DISCLOSER** is disclosing and furnishing the Confidential Information in reliance upon the unconditional assurance that **RECIPIENT** and its Associates will fully comply with the terms of this Agreement.
9. **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the Federal Republic of Nigeria.
10. **Dispute Resolution:**
 - a. The Parties shall use their best endeavour to settle any dispute or difference of opinion between them, arising from or in connection with this Agreement amicably through mutual discussion within a maximum of 10 days. Any dispute which cannot be settled within 10 days shall be subject to the jurisdiction of the court.
11. **Binding Agreement:** This Agreement shall be binding upon all officers, directors, partners, employees, personnel, shareholders, sub-contractors, successors, assigns, agents, principals, affiliates, consultants, and legal and other representatives, collectively Associates of **RECIPIENT**, and similarly, **DISCLOSER** or collectively it's Associates. It shall be the obligation of **RECIPIENT** and **DISCLOSER** each to have all of their respective Associates working directly upon the subject matter of this Agreement, execute a counterpart of this Agreement, or otherwise take steps to protect itself from liability to the other Party, as the case may be from time to time, from injury hereunder.
12. **Disclosure:** In the event that **RECIPIENT** or any of its Associates or **DISCLOSER** or its Associates shall become legally compelled to disclose any Confidential Information, the respective Party shall provide prompt notice to the other Party so that such Party may seek a protective order or other appropriate remedy to protect the Confidential Information. Either Party shall disclose Confidential Information, if required by court order, only in such a manner as to be reasonably designed to protect its confidential nature.
13. **Injunction:** Money damages are not a sufficient remedy for breach of this Agreement, and any other legal remedy is inadequate. Thus, each Party agrees that an injunction or other equitable relief may be granted for the other Party without proof of actual damages. However, granting the injunction shall not be the exclusive remedy if the result would be to adversely impact the ability of **RECIPIENT** to stop damages and be awarded for monetary damages for violation of this Agreement.

14. **Due Diligence:** **DISCLOSER** shall have the right to conduct due diligence on the **RECIPIENT** and all other parties in relations to the Project as stated in Appendix A and the transactions contemplated thereby without limitation, except for those obligations which clearly survive this Agreement.
15. **No Warranty:** The Confidential Information is being provided without any representation or warranty as to its accuracy, expressed or implied. No Party has the duty to revise or update the Confidential Information. Each Party has the duty to make its own independent analysis and decisions without any reliance upon the other Party or its Confidential Information, or any person or organization in any way related to the other Party with respect to the Subject Property or any financial or business transaction related thereto.
16. **Termination:** This Agreement shall terminate after twenty-four (24) months from the date of execution of this Agreement.
17. IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officers as of the date first above written.

AUDITILIFY TECHNOLOGIES LIMITED

Date and Sign _____

ENTER YOUR FULL NAME HERE

Date and Sign _____

Appendix A

1. Software Development