

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement takes effect fromApril 19th 2024.....and is made between:

Royal TDI Global Inc. Canada (a “Company” herein called “TDI” or “TDI Global”) AND ----- **Ajayi Seyi Lawrence**----- (herein called “Consultant”), (each a “Party” and together, the “Parties”).

Definitions

Authorised Person Any director, officer, employee, adviser or agent of a Party or of any company within a Party's Group.

Confidential Information All Data, Customer information, subsidiaries information, software, financial information, business and technical or other data, clients, and all other confidential information (whether written, oral or in electronic form or on magnetic or other media) concerning the business of a Disclosing Party that a Receiving Party receives or accesses as a result of any request, discussions or dealings under this agreement or learns during visits to a Disclosing Party's premises, web site, platform, or back-office machine site, but excluding any information in accordance with Clause 3.1.

Disclosing Party A Party and any Group or company that discloses Confidential Information.

Group For TDI Global: TDI Global Limited, TDI Global's products, My3D, any company or product in which it owns (directly or indirectly) 5% or more of the issued share capital, and any partner market listed on the partners' page at www.tdi-global.com or in the database or TDI Global or My3D Program, or My3D e-learning platforms or database

Purpose Consultant will be called upon on need basis to work for TDI Global or My3D or E-learning. All such works and products created from the assignment remain the property of TDI Global. Payment for the consulting service will be agreed at the time of each service.

Receiving Party A Party and any Group company receiving Confidential Information.

1. Disclosure

All Confidential Information disclosed by TDI Global and My3D to the Consultant for the Purpose shall be protected under the terms of this Agreement. All Confidential Information will remain the property of the Disclosing Party. All products developed under this agreement are the property of TDI Global.

2. Obligations

The Consultant shall use all Confidential Information solely for the Purpose and:

- 2.1. not disclose it, except to any Authorised Person, where strictly necessary, to fulfil the Purpose;
- 2.2. keep it in a safe and secure place and use reasonable measures to prevent unauthorised access, destruction, corruption or loss;
- 2.3. not make any copies, summaries or transcripts of it unless this is strictly necessary for the Purpose (all such copies, summaries or transcripts will be deemed to be Confidential Information);
- 2.4. not export it, or permit it to be exported, in breach of any relevant export regulations;
- 2.5. notify TDI Global immediately if it becomes aware that any Confidential Information has been disclosed to, or is in the possession of, any unauthorised person;
- 2.6. upon written request, immediately return all of it to TDI Global or destroy it if so directed. The Consultant may retain Confidential Information as required by law or regulatory requirement or that it may reasonably require for archive purposes. The provisions of this Agreement will continue to apply to any retained Confidential Information;
- 2.7. inform its Authorised Persons of the provisions of this Agreement and take all steps necessary to procure their compliance with them. All acts or omissions of a Consultant's Authorised Persons shall be treated as if they were the acts or omissions of the Consultant itself.

3. Exceptions

- 3.1. Confidential Information shall not include any information that:
 - i. is generally and publicly available other than by breach of this Agreement;

- 3.2. is lawfully in the possession of any Receiving Party before its disclosure under this Agreement;
- 3.3. This Agreement does not prevent the disclosure of Confidential Information that a Party is required to disclose by law or to a regulatory authority, provided that any Receiving Party, prior to such disclosure:
 - i. gives the Disclosing Party reasonable notice to allow the Disclosing Party a reasonable opportunity to seek a protective order or similar; or
 - ii. uses reasonable endeavours to obtain written assurance from the applicable judicial or regulatory authority that it will afford the Confidential Information a reasonable level of protection.

4. Rights

- 4.1. Consultant shall not use TDI Global's name or marks in any campaign or other public disclosure without prior written approval of TDI Global.
- 4.2. No intellectual property rights in the Confidential Information are granted to the Consultant.
- 4.3. All materials or documents given to the Consultant remain intellectual property of TDI Global Limited and must not be used by Consultant except for TDI's engagement.
- 4.4. All products, programs, solutions, applications, software, codes created under this agreement are owned by TDI Global.
- 4.5. No Party will assign, novate, sub-contract or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

5. General Terms

- 5.1. Any Party may terminate this Agreement at any time on 30 days' written notice to each other Party. The obligations contained in this Agreement shall apply to all Confidential Information for 3 years from the date of disclosure.
 - 5.2. This Agreement constitutes the entire understanding of the Parties in relation to its subject matter and supersedes all previous agreements between the Parties relating to the Purpose to the extent of any conflict.
 - 5.3. This Agreement shall be governed in accordance with the laws of New York, USA, and the Parties submit to the exclusive jurisdiction of the courts of New York, USA.
- This Agreement is made solely between and for the benefit of the Parties and each company, Product and Program within the TDI Global Group whose Confidential Information is disclosed.

Signed by ... 
for and on behalf of Royal TDI Global Inc.



Name: CHRIS IGWE
Job Title: Project Manager
Date: April 19th 2024

Signed by:

Consultant's Name: **Ajayi Seyi Lawrence**

Title: Consultant

Date: April 19th 2024

Project Scope:

Involves:

1. Restoring the website "jobmatchhub.com, its database and the admin interface to its original state.

2. Based on item one above we would determine further modifications/enhancements to be done on the website and admin.


You deploy completed project to GitHub before you GO LIVE

Total Cost N50,000 (Fifty Thousand Naira Only). This is inclusive of all taxes and charges.

Project Duration: 7 days

Payment Terms:

- Full payment when project is completed, & deployed by consultant and tested & accepted by TDI

Signed by 

Signed by:

Consultant's Name: