

**THIS AGREEMENT** is made this 3rd day of August 2017 **BETWEEN DEVCENTER LIMITED** a company incorporated under the laws of the Federal Republic of Nigeria with its office at The Circumference, Tapa House, 45 Abosede Kuboye Crescent (hereinafter referred to as “**DEVCENTER**” which expression shall where the context admits include its successors in title and assigns)

**AND**

\_\_\_\_\_ a company duly incorporated under the laws of the Nigeria with its office at Lagos, Victoria Island, Lagos Nigeria. (hereinafter referred to as “**the CLIENT**” which expression shall where the context admits include its successors in title and assigns)

**WHEREAS**

The parties to this agreement would each like to provide the other with certain information that may be considered confidential. In consideration of the benefits to the parties of disclosing and receiving the Confidential Information, the parties have agreed to comply with the following terms in connection with the use and disclosure of the Confidential Information.

## **1.0. DEFINITIONS AND INTERPRETATION**

1.1. The following definitions and rules of interpretation in this clause apply in this agreement:

**Confidential Information:** all confidential information (however recorded or preserved) disclosed or made available, directly or indirectly, by the Disclosing Party or its employees, officers, representatives or advisers to the Recipient and its Representatives including but not limited to:

(a) any information that would be regarded as confidential by a reasonable business person relating to:

- i. the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Disclosing Party;
- li. the operations, processes, intellectual property, product information, know-how, designs, trade secrets or software of the Disclosing Party and

lii. the business or assets, including all information of a proprietary, technical or strategic nature or otherwise relating in any manner to the business of the Disclosing Party,

(b) any information or analysis derived from the Confidential Information; but not including any information that:

(c) is or becomes generally available to the public (other than as a result of its disclosure by the Recipient or its representatives in breach of this agreement); or

(d) was available to the Recipient on a non-confidential basis prior to disclosure by the Disclosing Party;

(e) was lawfully in the possession of the Recipient before the information was disclosed to it by the Disclosing Party as evidenced by written records; or

(f) the parties agree in writing is not confidential or may be disclosed; or

(g) is developed by or for the Recipient independently of the information disclosed by the Disclosing Party.

**Disclosing Party:** the Party disclosing Confidential Information to the other Party under this agreement.

**Purpose:** [state the purpose, for example, the evaluation or establishment of collaboration in respect of a particular project].

**Recipient:** the Party receiving Confidential Information from the other Party under this agreement

**Representatives:** employees, agents and other representatives of the Recipient.

1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4. The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.

1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.6. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it.

1.7. References to clauses and schedules are to the clauses and schedules of this agreement.

## **2.0. OBLIGATIONS OF THE RECIPIENT**

2.1. The Recipient shall keep the Disclosing Party's Confidential Information confidential and, except with the prior written consent of the Disclosing Party:

(a) not use or exploit the Confidential Information in any way except for the Purpose; or

(b) not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this agreement; or

2.2. The Recipient shall apply the same security measures and degree of care to the Confidential Information as the Recipient applies to its own confidential information, which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use.

2.3. The Recipient may disclose the Disclosing Party's Confidential Information to those of its Representatives who need to know this Confidential Information for the Purpose, provided that:

2.3.1. it informs its Representatives of the confidential nature of the Confidential Information before disclosure;

2.3.2. it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with this agreement as if they were the Recipient.

2.4. The Recipient may also disclose Confidential Information only to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of such disclosure as possible.

### **3.0. RETURN OF INFORMATION AND ANNOUNCEMENTS**

3.1. At the request of the Disclosing Party, the Recipient shall promptly:

3.1.1. destroy or return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information;

3.1.2. erase all the Disclosing Party's Confidential Information from its computer systems to the extent possible; and

Provided that a Recipient may retain documents and materials containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority, and to the extent reasonable to permit the Recipient to keep evidence that it has performed its obligations under this agreement. The provisions of this agreement shall continue to apply to any documents and materials retained by the Recipient.

### **4.0. RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT**

4.1. The Disclosing Party reserves all rights in its Confidential Information. No rights in respect of the Disclosing Party's Confidential Information are granted to the Recipient except the limited right to use Confidential Information for the Purpose and no obligations are imposed on the Disclosing Party other than those expressly stated in this agreement.

4.2. Both parties acknowledge and agree that the exchange of information under this agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein).

## **5.0. TERM AND TERMINATION**

5.1. This agreement shall become effective on the day it has been duly signed by both Parties.

5.2. This agreement shall remain in force for 3 (three) years from the effective date, unless and to the extent, this agreement is superseded by stipulations of another agreement executed by the Parties for carrying out the Purpose.

5.3. If either party decides not to become involved in the Purpose with the other party it shall notify the other party in writing immediately. The obligations of each party under this agreement shall, notwithstanding any earlier termination of negotiations or discussions between the parties in relation to the Purpose, continue for a period of 3 (three) years from the effective date of this agreement.

5.4. Termination of this agreement shall not affect any accrued rights or remedies to which the Disclosing Party is entitled.

## **6.0. ENTIRE AGREEMENT AND VARIATION**

6.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

6.2. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.

6.3. No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

## **7.0. NO WAIVER**

7.1. Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

7.2. No single or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

## **8.0. ASSIGNMENT**

Except as otherwise provided in this agreement, no party may assign, sub-contract or deal in any way with, any of its rights or obligations under this agreement or any document referred to in it.

## **9.0. NO PARTNERSHIP**

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

## **10.0. GOVERNING LAW AND JURISDICTION**

10.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Nigerian Law.

**10.2.** Any disputes arising under or in connection with the validity, interpretation and performance of this Agreement shall be resolved amicably through mutual discussions, within a period of 14 (fourteen) days. In the event that settlement is not reached within 14 (fourteen) days, such dispute shall be resolved by arbitration before a single arbitrator in accordance with the Lagos State Arbitration Law 2009.

10.3. The place and seat of the arbitration shall be Lagos and the language of the arbitral proceedings shall be English.

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

**SIGNED** for and on behalf of the within named  
**DEVCENTER LIMITED**

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**Name: Akin Falomo**

**Designation: Director**

**SIGNED** for and on behalf of the within named \_\_\_\_\_

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**Name:**

**Designation:**