

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made this September 8th, 2022

BETWEEN

BALANCEÈ TECH SOLUTIONS LIMITED, a company incorporated and existing under the laws of the Federal Republic of Nigeria and having its registered office at No. 7 Budu Farm Layout, Ajiwe, Ajah, Lagos State, Nigeria (hereinafter referred to as "**Disclosing Party**") which expression shall where the context so admits include its successors-in-title and assigns of the one part,

AND

Ossy Vincent, with address **10, Adekoya street, ikate, surulere Lagos, Nigeria** (hereinafter referred to as "**Receiving Party**") which expression shall where the context so admits include his heirs, personal representatives, successors-in-title and assigns of the second part,

Individually referred to as "**Party**" and collectively as "**Parties**".

WHEREAS

The Disclosing Party is a technology service company in Nigeria and wishes to engage the Receiving Party as a consultant for the purpose of FrontEnd Engineering for its web application. As a result, the Disclosing Party intends to disclose Confidential Information (as defined below) for the purpose of giving the Receiving Party insight into the Disclosing Party's needs with a view to determining the terms of engagement of the Receiving Party ("the **Purpose**").

NOW THIS AGREEMENT WITNESSES AS FOLLOWS :

1. Subject to the limitations set forth above, all information disclosed by the Disclosing Party to the Receiving Party will be deemed to be '**Confidential Information**', including without limitation, any proprietary information relating to its business including but not limited to intellectual property, financial analysis, marketing plans, operational data, schematics, techniques, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, improvements, product development plans, all documents, books, papers, drawings, models, sketches, and other data of any kind and including electronic data recorded or retrieved by any means or other information conveyed in writing or in discussion or in visual, graphic or electronic form. Confidential Information also includes all third-party information and information that the Disclosing Party has received from others. In addition, the Receiving Party agrees that information disclosed by the Disclosing Party need not be marked 'Confidential' or 'Proprietary' to be considered Confidential Information, but that any information or materials specifically marked as 'Confidential' or 'Proprietary' will be treated as Confidential Information.
2. The Receiving Party may use such Confidential Information only to the extent required to accomplish the Purpose of this Agreement. The Receiving Party will not copy, reproduce, modify, alter, disassemble or reverse any of the Confidential Information unless expressly permitted in writing by the Disclosing Party.

3. The term 'Confidential Information' will not include information that the Receiving Party can demonstrate by competent contemporaneous written documentation, prove to be:
 - a. Readily available to the public through no breach, omission, act or failure to act on the part of the Receiving Party;
 - b. Hereafter furnished to the Receiving Party by a third party, as a matter of right and without restriction on disclosure;
 - c. The subject of a prior written permission to disclose provided by the Disclosing Party;
 - d. Known by the Receiving Party at the time of receiving such information, as evidenced by his records;
 - e. Independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; and
 - f. Required by law or regulation or required pursuant to a valid order of a court or regulatory agency to be disclosed by the Receiving Party, but only to the limit and extent of such required disclosure and prior to such disclosure, the Receiving Party will provide the Disclosing Party with prompt written notice of such requirement and assistance in obtaining an order protecting the information from any disclosure or limiting the extent of information to be disclosed.
4. The Receiving Party agrees that at all times during the term of this Agreement and thereafter that it will take all reasonable steps necessary to hold all Confidential Information in trust and confidence and will not disclose any Confidential Information to any third party or use any Confidential Information in any manner or for any purpose not expressly set forth in this Agreement.
5. The Receiving Party recognises and agrees that nothing in this Agreement will be construed as granting any rights, by license or otherwise to any Confidential Information of the Disclosing Party disclosed pursuant to this Agreement, or to any inventions or patents, trade secrets, copyrights, trademarks, or other intellectual property rights that has issued or that may issue based on such Confidential Information. All Confidential Information (including all copies thereof) will at all times remain the property of the Disclosing Party and will be returned to the Disclosing Party after the Receiving Party's need for it has expired, or upon request of the Disclosing Party and in any event, upon completion or termination of this Agreement.
6. The Receiving Party will advise its employees who have access to Confidential Information of the Confidential Nature thereof and agrees that its employees will be bound by the terms of this Agreement. The Receiving Party will not disclose any Confidential Information to any Confidential employee or entity who does not have a need for such information, nor will it disclose any Information to any third party without first obtaining Disclosing Party's express
7. This Agreement will be effective as of the date of its execution and will continue for a period of consent.

two (2) years or upon the consummation of a transaction whichever occurs earlier. All obligations undertaken respecting Confidential Information already provided hereunder will survive any termination of this Agreement for a period of two (2) years from the date of termination.

8. Upon the termination of this Agreement, the Receiving Party shall return to the Disclosing Party all materials and documents received from the Disclosing and shall delete or destroy any copies of Confidential Information in its custody.
9. All disputes, controversies or claims relating to, arising out of or connected with this Agreement or the breach or invalidity thereof, including any interpretation, a dispute as to the validity or existence of this Agreement, which cannot be resolved amicably by negotiation between the Parties within ten (10) days or such extended period as the Parties may agree, the Parties agree to submit the issue before a single arbitrator appointed with the mutual agreement of Parties in accordance with the Arbitration Law of Lagos State. The decision of the arbitrator will be binding on the Parties. In the absence of agreement, the arbitrator shall be appointed by the Chief Judge of the High Court of Lagos State. Parties agree to be bound by the final decision of the arbitrator and shall equally share the cost of arbitration. The seat of Arbitration shall be Lagos State, Nigeria and the proceedings shall be conducted in the English Language.
10. The Parties hereby undertake that they shall always strictly comply with all applicable data protection laws, policies, and procedures, which may be in force from time to time. Each Party shall take appropriate, technical, and organizational measures to prevent the loss or damage to or unauthorized destruction of Personal Data and the unlawful access to or processing of Personal Data. Personal Data has the meaning set out in the Nigerian Data Protection Regulations 2019 (NDPR). Each Party acknowledges and agrees that any breach of its obligations under this clause will be deemed a material breach of this Agreement.

The Parties shall comply, always, with its respective obligations under the provisions of the NDPR and shall not perform its obligations under this Agreement in such a way as not to breach or to cause the other Party to breach any of its applicable obligations under the NDPR.

11. Failure to enforce any provision of this Agreement shall not constitute a waiver of any other term herein and any wavier of any breach shall not be construed as a waiver of any subsequent breach. If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated.
12. This Agreement will be construed in accordance with the laws of the Federal Republic of Nigeria.

IN WITNESS WHEREOF the Parties have executed this Agreement the day and year first above mentioned.

Signed for and on behalf of **Balanceè Tech Solutions Limited:** _____

Signature & Date

Name & Designation

Signed by **Ossy Vincent:**

Signature & Date

Name & Designation