

ANDELA INC

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement (this “**Agreement**”) made this [11th] day of [January], 20[17], is by and between Andela Inc., a Delaware corporation (the “**Company**” and/or “**Disclosing Party**”), and [Abimbola Olaitan] (the “**Recipient**”) (collectively, the “**Parties**”).

In consideration of this contract or continued business relationship, the Recipient or Parties involved agree as follows:

1. Condition of Contract.

The Recipient acknowledges that the continuance of a business relationship with the Company is contingent upon the Recipient or Parties’ agreement to sign and adhere to the provisions of this Agreement. The Recipient or Parties further acknowledge that the nature of the Company’s business is such that protection of its proprietary and confidential information is critical to the survival and success of the Company’s business.

2. Proprietary and Confidential Information.

As part of determining and evaluating the feasibility of entering into certain business transactions between the parties and in the course of transacting business between the parties, each Recipient or collaborating Parties may receive or have access to commercially valuable technical and nontechnical confidential or proprietary information of the Disclosing Party, including information (in whatever form) relating to the business of such party that is not generally known or available to others, including but not limited to source code and documentation for software, trade secrets, know how, customer lists, pricing strategies, payment terms, the terms of this Agreement, marketing and business plans, information concerning such party’s vendors, and such party’s contemplated plans, strategies and prospects (“Confidential Information”). In addition to the foregoing, each Recipient recognizes that the Disclosing Party may have received and in the future may receive confidential or proprietary information of some third party (“Third Party Confidential Information”). Any Third Party Confidential Information disclosed by the Disclosing Party to the Recipient shall be deemed to be the Disclosing Party’s confidential Information. Except as expressly and unambiguously provided herein or in any agreed upon Statement of Work (SOW) and/or contract, the Recipient will hold in confidence and not disclose any Confidential Information of the Disclosing Party and will similarly bind its employees and vendors. The Recipient acknowledges and agree that any Confidential Information received or obtained from the Disclosing Party will be the sole and exclusive property of the Disclosing Party and may not be used, disseminated or disclosed except as may

be necessary to perform obligations required under this Agreement, any agreed upon SOW/ Contract or as may be required by law. If disclosure is required by law, the Recipient shall reasonably cooperate with the Disclosing Party (at the Disclosing Party's request and expense) so that the Disclosing Party may preserve the confidentiality of the Confidential Information to the extent reasonably possible.

3. Exclusions from Confidential Information.

In view of this Agreement, the Recipient's (or Parties') obligations under this agreement do not extend to information that:

- (a) Is in the public domain prior to the disclosure or becomes part of the public domain through no fault or wrongful act of the receiving Party;
- (b) Was in lawful possession of the receiving Party prior to the disclosure;
- (c) Was independently developed by the receiving Party outside the scope of this Agreement, and/or
- (d) Was disclosed by the receiving Party by a third party who was in lawful possession of the information.

4. Effective Date.

This indicates the date written above at the top of the first page of this Agreement.

5. Time Period.

The time period for this non-disclosure agreement shall last even after the termination of this agreement and the Recipient's (or Parties') duty to hold confidential information in confidence will remain in effect until this information no longer qualifies as a trade secret or until the Company (Disclosing Party) sends the Recipient's (or Parties') written notice releasing Recipient's (or Parties') from this Agreement, whichever occurs first.

6. Relationships.

Nothing within this agreement shall be deemed to make either party a partner, joint venturer or employee of the other party for any purpose.

7. Title and Interest.

All rights, title and interest in relation to all Confidential information and Third Party Confidential information; shall remain with the Company/ Disclosing Party or its licensors. Nothing in this agreement is intended to grant any rights to Recipient under any copyright, patents, trademarks or trade secrets of the Company/ Disclosing Party.

All confidential information provided to the Recipient (or Parties) is provided “as is”. The Company/ Disclosing Party makes no warranties, express, implied or otherwise, regarding the non-infringement of third party rights or its accuracy, completeness or performance.

8. Agreement Breach

In the event that the Recipient (or Parties) shall breach this agreement, or in the event that a breach appears to be imminent, the Company/ Disclosing Party shall be entitled to all legal and equitable remedies afforded it by law, and in addition may recover all reasonable costs and attorney's' fees incurred in seeking such remedies. If the Confidential Information is sought by any third party, including by way of subpoena or other court process, the Recipient (or Parties) shall inform the Company/ Disclosing Party of the request in sufficient time to permit the Company/ Disclosing Party to object to and, if necessary, seek court intervention to prevent the disclosure.

9. Validity, Construction and Enforceability

The validity, construction and enforceability of this Agreement shall be governed in all respects by the law of the United States of America. This Agreement may not be amended except in writing signed by a duly authorized representative of the respective Parties. This Agreement shall control in the event of a conflict with any other agreement between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed the Confidentiality and Non-Disclosure Agreement as of the date and year first above written.

Name:

Abimbola Olaitan

Signature:



Date:

01/11/2017

Countersigned by the Company:

Andela Inc.

By: _____

Name: _____

Title: _____

Date: _____

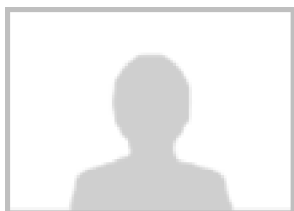
Signature Certificate



Document Reference: ULMWSHJTS4B63S7J53P59Z

RightSignature

Easy Online Document Signing



Abimbola Olaitan

Party ID: E3MFHSJFH2P8BNCKMKVU9PC

IP Address: 154.118.37.88

VERIFIED EMAIL: tweethat@yahoo.com

Electronic Signature:



Multi-Factor

Digital Fingerprint Checksum

4d68c566362c123714920e33138d9772d2fff394



Timestamp

2017-01-10 15:55:32 -0800

2017-01-10 15:55:31 -0800

2017-01-10 15:55:31 -0800

2017-01-10 15:54:58 -0800

2017-01-10 15:41:16 -0800

Audit

All parties have signed document. Signed copies sent to: Andela_People and Abimbola Olaitan.

Document signed by Abimbola Olaitan (tweethat@yahoo.com) with drawn signature. - 154.118.37.88

Abimbola Olaitan verified email address 'tweethat@yahoo.com'. - 154.118.37.88

Generated Document from Online Form Andela- Confidentiality and Non-Disclosure Agreement - Google Docs (Andela-Confidenti-3e4b82). - 154.118.37.88

Online Form viewed by Abimbola Olaitan (tweethat@yahoo.com). - 154.118.37.88



This signature page provides a record of the online activity executing this contract.