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This Non-Disclosure Agreement ("Agreement") is entered into as of the date of the last signature below ("Effective Date") by and between Ibrahim Olayemi Oladipo, an individual with a principal place of business at [Disclosing Party Address], ("Disclosing Party"), and [Receiving Party Name], with a principal place of business at [Receiving Party Address], ("Receiving Party"). WHEREAS, Disclosing Party possesses certain information relating to [Specific Purpose], which is confidential and proprietary to the Disclosing Party ("Confidential Information"); WHEREAS, Disclosing Party desires to disclose this Confidential Information to Receiving Party for the purpose of [Specific Purpose], under the terms and conditions set forth in this Agreement; WHEREAS, Receiving Party wishes to receive disclosure of the Confidential Information for the purpose of evaluating or pursuing a business relationship with Disclosing Party concerning [Specific Purpose]; NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- Definitions
  - "Confidential Information" shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, by Disclosing Party to Receiving Party. Confidential Information does not include information that: (a) is or becomes publicly known through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure; (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (d) is independently developed by the Receiving Party.
- Main Terms
  - Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.
  - Disclosure of Confidential Information. Receiving Party may disclose Confidential Information if required by law or court order, provided that Receiving Party gives Disclosing Party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.
- Payment/Consideration The consideration for this Agreement shall be the mutual obligations and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.
- Duration/Term This Agreement shall commence on the Effective Date and shall continue in full force and effect until [Specific End Date], unless earlier terminated as provided herein.
- Termination This Agreement may be terminated by either party upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach.
- Confidentiality The obligations of confidentiality shall survive the termination of this Agreement and shall continue for a period of five (5) years from the date of such termination.
- Intellectual Property All intellectual property rights in the Confidential Information shall remain the property of the Disclosing Party. Receiving Party shall not acquire any right, title, or interest in or to any of the Confidential Information except as expressly set forth in this Agreement.
- Liability & Indemnification Receiving Party agrees to indemnify and hold harmless Disclosing Party and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with Receiving Party's unauthorized use of the Confidential Information or any breach of this Agreement.
- Force Majeure Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).
- Governing Law This Agreement shall be governed by and construed in accordance with the laws of the

jurisdiction of [Governing Law/Jurisdiction], without giving effect to any principles of conflicts of law. 11. Dispute Resolution Any disputes arising out of or in connection with this Agreement shall be resolved by court litigation in the governing jurisdiction as agreed upon by the parties. 12. General Provisions 12.1 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. 12.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. 12.3 Amendments. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. 12.4 Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed to the party at the address mentioned in the opening paragraph of this Agreement. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first above written. \_\_\_\_\_ Ibrahim Olayemi Oladipo

\_\_\_\_\_ [Receiving Party Name] Date: \_\_\_\_\_