

# **NON-DISCLOSURE AGREEMENT**

**BETWEEN**

**My Pocket Counsel Ltd**

**AND**

**dfadsfasd**



This NON-DISCLOSURE AGREEMENT (the "Agreement") is entered into on this ..... day of ..... 20.....,

BY AND BETWEEN

My Pocket Counsel Ltd, a company incorporated under the law of Nigeria with registration number RC 1792068 and having its registered address at including, where the context admits, include its representatives and assigns, of the first part;

AND

dfadsfasd, a company incorporated under the law of Afghanistan with registration number fasdas and having its registered address at including, where the context admits, include its representatives and assigns, of the second part;

WHEREAS:

A. The Parties have come together to discuss certain Confidential Information (as defined below) with regards to the Project and wish to determine the terms on which such matters should be kept confidential.

IT IS AGREED as follows:

## 1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires:

“Discloser or Disclosing Party” means the Party disclosing Confidential Information to another Party;

“Recipient or Receiving Party” means the Party receiving Confidential Information from the Discloser or Disclosing Party;

“Project” means dfasdfasd;

“Representatives” mean the affiliates, directors, officers, employees, consultants, advisors, auditors, attorneys, or agents of a Party.

## 1.2. Interpretation

1.2.1. Headings in this Agreement are for ease of reference only and shall not affect its construction.

1.2.2. Save where the context otherwise requires in this Agreement, words importing the singular number shall include the plural number and vice versa and words importing one gender shall include the other.

- 1.2.3. References to this Agreement include the schedules hereto.
- 1.2.4. References to statutes or statutory instruments shall be references to those statutes or statutory instruments and any statutory modification or re-enactment thereof, except to the extent that any statute, statutory provision or subordinate legislation made or enacted after the date of this Agreement would create or increase a liability of any Party under this Agreement.
- 1.2.5. The words “written” or “in writing” shall include printing, engraving, lithography or other means of visible reproduction.
- 1.2.6. An expression importing a natural person shall include any company, partnership, trust, joint venture, association, corporation and other body corporate.
- 1.2.7. Any reference in this Agreement to a clause, party, or schedule is a reference to that Clause of, party to, or schedule to this Agreement.
- 1.2.8. The words “including”, “include”, “in particular” and words of similar effect shall not be deemed to limit the general effect of the words that precede them.
- 1.2.9. References to books, records or other information mean books, records or other information in any form including paper, electronically stored data, magnetic media, film and microfilm.
- 1.2.10. A reference to a document shall be construed as a reference to such document as may from time to time be amended, restated, supplemented, novated or otherwise modified but disregarding any amendment, restatement, supplement, novation or other modification made in breach of this Agreement.

## 2. USE OF CONFIDENTIAL INFORMATION

- 2.1. The Recipient shall retain any Confidential Information received from the Discloser under its sole control and shall not disclose or otherwise reveal to any third party, any Confidential Information provided by the Discloser, and particularly Confidential Information concerning owners, lenders, sellers, borrowers, buyers, or their names, addresses, telex, fax and or telephone numbers or any means of access hereto including bank information, code or reference and/or privileged, without the specific formal written consent of the Discloser or except as necessary for the achievement of the Project. Recipient shall not exploit or make use of, directly or indirectly, Confidential Information without the express written consent of the Discloser.

## 3. PERMITTED DISCLOSURE

- 3.1. The Recipient may disclose Confidential Information to a person or entity controlled by, controlling or under common control with the Recipient, provided such disclosure is for the purposes of the Project and provided that such person or entity is bound by a like obligation of confidentiality. Recipient shall assume full responsibility for enforcing this Agreement and shall take appropriate measures with its employees and other persons

acting on its behalf to ensure that such persons receive Confidential Information solely on a need-to-know basis and are bound by a like covenant of secrecy.

3.2. The Recipient agrees to be responsible for any breach of this Agreement by its representatives and to indemnify and hold harmless the Disclosing Party and its directors, officers, employees, agents, representatives and affiliates from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable legal fees and disbursements) arising out of any breach of this Agreement by the Receiving Party and its representatives.

3.3. In the event that the Recipient becomes legally compelled to disclose any of the Confidential Information, Recipient shall provide the Discloser with prompt prior written notices of such requirement, so that the Discloser may seek a protective order or other appropriate remedy.

#### 4. RETURN OF CONFIDENTIAL INFORMATION

4.1. Upon the Discloser's first written demand, the Recipient will return all Confidential Information to the Discloser, and no copy or reproduction of such information shall be retained by the Recipient or any use made thereof and Recipient shall confirm the same in writing to the Discloser. To the extent that such information cannot be returned (for instance, if a portion was delivered electronically, or if electronic copies were made as permitted above onto the information systems of the Recipient) then the Recipient shall destroy such Proprietary Information.

#### 5. NO LICENSE OR TRADEMARK

5.1. No license to Recipient of any trademark, patent, copyright or any other intellectual property right of the Discloser is either granted or implied by this Agreement and the Discloser shall retain full ownership of any such rights, including in and to the Confidential Information.

#### 6. REMEDIES FOR UNAUTHORIZED DISCLOSURE

6.1. The Parties agree that any unauthorized disclosure or use of any of the Confidential Information in violation of this Agreement will cause the Discloser irreparable injury for which it would have no adequate remedy at law. Accordingly, the Discloser shall be entitled to immediate injunctive relief prohibiting any violation of this Agreement, in addition to any other rights and remedies available to the Discloser.

7. UNDERTAKINGS

- 7.1. The individual contacts, and business relationships of Parties hereto are to be considered as proprietary where initial introductions to such contact(s) is/or will be made and/or will be involved. The Parties to this Agreement therefore undertake and do hereby, mutually submit themselves to all non-disclosure practices and covenants as may be customary in the power industry and shall do nothing to impair or reduce the other's interest(s) or ability to perform in this or any similar transaction or undertaking. PROVIDED ALWAYS THAT any violation of this paragraph shall be deemed a cause for termination of this Agreement and the violating party shall, as liquidated damages and not as a penalty, pay over a percentage of the funds, equity, assets, warrants, options or other remuneration of whatsoever nature received in any transaction(s) found to be a violation hereof, to the other Parties. Either party shall not without the prior written approval of the other Party, communicate, circumvent, deal with, contract or negotiate with or consummate any transactions connected with or contemplated in this Agreement.

8. TERM AND TERMINATION

- 8.1. The obligations of non-disclosure with respect to Confidential Information shall survive the expiration or termination of this Agreement for whatever reason and continue for a period of 12 months .

9. GOVERNING LAW AND JURISDICTION

- 9.1. This Agreement shall be governed by and construed in accordance with the Laws of Nigeria. Any dispute, difference or controversy arising under or in relation to this Agreement shall be resolved amicably. Any dispute which is not resolved amicably within 1 (one) calendar month shall be finally settled by binding arbitration under the Applicable Law of Nigeria. The language of arbitration shall be in English. The decision of the arbitrator shall be final and binding on both parties.

10. NOTICES

- 10.1. All notices, requests or other communications required or permitted to be given under this Agreement shall be made in writing and be addressed to the receiving Party using the address provided by such Party. Notices may be given by hand delivery, registered post, courier or by email.
- 10.2. Each Party shall notify the other in writing promptly of any change in its address.

11. MISCELLEANEOUS

- 11.1. This Agreement shall become effective on the date of execution.
- 11.2. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention by either Party to enter into any business relationship.
- 11.3. This Agreement shall constitute the full Agreement between the Parties with respect to the confidentiality and non-disclosure of the Confidential Information and shall supersede any and all prior or contemporaneous agreements and understandings relating thereto. No waiver, change, modification, alteration or addition of or to any provision of this Agreement shall be binding unless in writing and executed by or on behalf of both Parties by a duly authorized representative. This Agreement may not be assigned by either Party without the consent of the other Party.
- 11.4. The undertakings herein shall be binding upon the Parties and their respective affiliates, employees, partners, subsidiaries or successors and shall continue until such time as the substance of the disclosure has entered the public domain through no fault or negligence on the part of the Recipient, or until permission is specifically granted in writing to the recipient by the disclosing party to release or make use of the Confidential Information otherwise than as stated herein.
- 11.5. If any one or more of the terms contained in this Agreement shall for any reason be held to be excessively broad with regard to time, geographic scope or activity, that term shall be construed in a manner to enable it to be enforced to the extent compatible with applicable law. A determination that any term is void or unenforceable shall not affect the validity or enforceability of any other term or condition.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed in the manner hereinafter appearing the day and year first above written.

My Pocket Counsel Ltd

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SIGNATURE:

dfadsfasd

SIGNATURE: \_\_\_\_\_

