



RC: 9073330

## NON DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into between: Volues Technologies LTD, a company duly incorporated under the laws of the Federal Republic of Nigeria, with its registered office at [Insert Address] ("Disclosing Party" or "Volues"); AND \_\_\_\_\_ with address at \_\_\_\_\_ ("Receiving Party").

The Parties may each be referred to as a "Party" and collectively as the "Parties."

### Purpose

The Parties wish to engage in discussions and/or collaborate in relation to potential business activities including software development, enterprise solutions, technology partnerships, government contracts, or investment discussions (the "Purpose"). In connection with the Purpose, Confidential Information may be disclosed.

### Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by the Disclosing Party, whether oral, written, electronic, visual, or otherwise, including but not limited to:

Source code, software architecture, APIs Technical documentation and system designs, Business strategies, pricing, and financial data Client information and project details, Trade secrets and proprietary methodologies, Security protocols and infrastructure details, Product roadmaps, prototypes, and research

Confidential Information includes information that is marked confidential or that reasonably should be understood to be confidential

### Exclusions

Confidential Information does not include information that:

1. Is publicly available without breach of this Agreement;
2. Independently developed without use of Confidential Information;
3. Is lawfully received from a third party without restriction.
4. Obligations of the Receiving Party Was lawfully known prior to disclosure;

The Receiving Party shall:

1. Use Confidential Information solely for the Purpose;
2. Not disclose Confidential Information to any third party without prior written consent;
3. Limit access strictly to personnel on a need-to-know basis;
4. Ensure such personnel are bound by confidentiality obligations;
5. Apply reasonable security measures to protect the information;
6. Not copy, reverse engineer, or exploit proprietary materials beyond the agreed Purpose.

### **Intellectual Property**

All Confidential Information remains the exclusive property of the Disclosing Party. No license, ownership right, or intellectual property interest is granted under this Agreement except the limited right to use the information for the Purpose.

### **Compelled Disclosure**

If the Receiving Party is legally required to disclose Confidential Information, it shall: Provide prompt written notice (where legally permitted); Cooperate in seeking protective measures.

### **Data Protection**

Where Confidential Information includes personal data, the Parties shall comply with applicable data protection laws including the Nigeria Data Protection Act and, where applicable, the General Data Protection Regulation.

### **Term**

This Agreement shall remain in effect for [3–5 years] from the Effective Date. Obligations relating to trade secrets shall survive indefinitely.

### **Return or Destruction**

Upon written request or termination of discussions, the Receiving Party shall promptly:

Return all Confidential Information; or

Securely destroy such information and confirm destruction in writing.

## Remedies

The Parties acknowledge that unauthorized disclosure may cause irreparable harm.

The Disclosing Party shall be entitled to:

1. Injunctive relief;
2. Equitable remedies;
3. Damages where applicable.

## No Partnership

Nothing in this Agreement creates:

- A partnership
- A joint venture
- An agency relationship
- An obligation to proceed with any transaction

## Governing Law

This Agreement shall be governed by the laws of the Federal Republic of Nigeria. Disputes shall be resolved before competent courts in Nigeria unless otherwise agreed in writing.

## Entire Agreement

This Agreement constitutes the entire understanding regarding confidentiality and supersedes prior discussions on this subject.

## Signatures

For Volues Technologies LTD

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For [Receiving Party Legal Name]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_