

**NON-DISCLOSURE AGREEMENT**

Between

**Northmead Technologies Limited**

and

***[Insert name of Director]***

This Non-Disclosure Agreement is made the ..... day of ....., 20....

**BETWEEN**

**Northmead Technologies Limited**, with its registered address at Plot 5, Block 14, Kayode Ototoju Street, Lekki Phase One, Lagos (hereinafter referred to as “**Northmead** or the **Company**”).

**AND**

[*Insert particulars of Director*], (hereinafter referred to as “the **Director**”).

*(each a Party, and collectively referred to as the Parties)*

**WHEREAS:**

- A. The Director was appointed a [non-]executive director to the Board of the Company by a shareholders’ resolution dated [0], subject to the Articles of Association of the Company, the Company’s Corporate Governance Charter and all applicable laws and regulation.
- B. The Director recognizes his duties to act with due care and diligence, in good faith in the best interests of the Company and for a proper purpose, and not to improperly use his position or the confidential information of the Company to gain advantage for himself or another person or to cause detriment to the Company.
- C. The Company and the Director have entered into this non-disclosure agreement (the **Agreement**) to acknowledge the Director's obligations of confidentiality in relation to Board Information he receives access to during his role as a director of the Company.

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

**1. Definitions**

In this Agreement, unless expressed or implied to the contrary:

**Board** means the board of directors of the Company.

**Board Document** means a document or record in any form (including electronic documents, sound recordings and cinematograph films) in which Board Information is embodied and from which it may be retrieved with or without the assistance of any device, computer program, key, cipher or password.

**Board Information** means all or any part of information concerning the Company or considered by or concerning the deliberations of the Board and includes:

- a. reports and information submitted to the Board;
- b. deliberations of the Board and formal and informal records of such deliberations;
- c. communications between directors of the Company and other directors or officers or staff of the Company in connection with the Company.

**Business Day** means a day on which the banks are open in Nigeria.

**2. Confidentiality of Board Information**

**2.1 General Obligation to Preserve Confidentiality of Board Information**

2.1.1 without limiting the Director’s duties to the Company, subject to the terms of this Agreement, the Director acknowledges that he must keep confidential all Board Information which is of its nature inherently confidential or designated by the Chair to be confidential.

2.1.2 the Director's obligations under this Agreement commences on the day the Director signs this Agreement and ends upon the day

the Director ceases to be a director of the Company. The ending of the Director's obligations under this Agreement does not amount to any waiver by the Company of any other obligations owed by the Director to the Company at law or under the Companies Act.

## **2.2 Exceptions**

The obligation of confidentiality set out in clause 2.1 will cease to apply to:

- 2.2.1 Board Information which the Board authorises to be disclosed (such as a non- confidential summary of the Board's minutes or public announcements), but only to the extent that it has been authorised for disclosure;
- 2.2.2 Board Information which comes into the public domain other than because of a breach of the obligations set out in this Agreement;
- 2.2.3 Board Information in respect of which disclosure is required by law; or
- 2.2.4 Board Information which must be disclosed for purposes of *bona fide* court proceedings that arise out of the Director's involvement with the Company.

## **2.3 Limitations on Disclosure**

The Director may only disclose Board Information under:

- 2.3.1 clause 2.2.3 - after providing the Company with notice of the requirement to disclose the Board Information (unless providing such notice is prohibited by law) and providing the Company with reasonable opportunity to, at its cost, resist the disclosure of the Board Information; and
- 2.3.2 clause 2.2.4 - to persons who have a need to know for purposes of the court proceedings and only to the extent that each has a need to know.

## **2.4 Return of Board Documents**

Upon request by the Board, the Director must:

- 2.4.1 deliver all Board Documents in his possession or under his control capable of delivery to the Company's corporate secretary (the **Secretary**), for storage or destruction; or
- 2.4.2 destroy or permanently erase all Board Documents in his possession or under his control not capable of delivery and provide a declaration in a form reasonably acceptable to the Secretary confirming that the Director has done so.

## **3. Assignment**

None of the rights of the Parties under this Agreement may be assigned or transferred.

## **4. Entire Agreement and No Derogation**

- 4.1 This Agreement contains the entire understanding of the Parties as to its subject matter and all previous understandings or agreements on the subject matter cease to have any effect from the date of this Agreement.
- 4.2 The rights and obligations of the Parties under this Agreement are intended to be in addition to and not to derogate from or in any way limit the Parties rights and obligations under the law including the Act. The terms of this Agreement must be construed accordingly.

## **5. No Waiver**

- 5.1 The failure of a Party to exercise or delay in exercising a right, power or remedy under this Agreement does not prevent its exercise.
- 5.2 A provision of or right under this Agreement may not be waived except by a waiver in writing signed by the Party granting the waiver and will be effective only to the extent specifically set out in that waiver.

## **6. Governing Law and Jurisdiction**

- 6.1 This Agreement is governed by and shall be construed in accordance with the laws of the Federal Republic of Nigeria.
- 6.2 If any dispute, difference or question (collectively a Dispute) arises between the Parties in respect of this Agreement or the subject matter hereof, Parties shall co-operate, in good faith, to attempt to amicably resolve the Dispute.
- 6.3 If Parties cannot resolve a Dispute within seven (7) days, each Party shall prepare a written statement of its position and deliver it to the other Party within seven (7) days. Parties and/or one (1) authorized representative of each Party shall meet in person within seven days (7) days of receipt of the written statement in an effort to resolve the Dispute. If Parties/the authorized representative of any Party determines at any time that the Dispute cannot be resolved without referral of the Dispute to an independent third party, such Party (the Initiating Party) shall notify the other Party that it wants to submit the Dispute to arbitration.
- 6.4 Any dispute arising out of or in connection with this Agreement, including a dispute as to the validity or existence of this Agreement and/or this Clause 6 which cannot be resolved pursuant to Clauses 6.2 and 6.3, shall be finally settled by three (3) arbitrators pursuant to the rules of arbitration of the Lagos Court of Arbitration (LCA). Unless the Parties agree otherwise:
  - 6.4.1 the Initiating Party shall appoint one arbitrator and the other Party to the dispute shall appoint one arbitrator;
  - 6.4.2 the third arbitrator, who shall act as chairman of the arbitral tribunal, shall be chosen by the two arbitrators appointed by or on behalf of the disputing Parties. If he is not so chosen and nominated within seven (7) days of the date of confirmation by the LCA of the two Party-appointed arbitrators, the LCA shall choose him;
  - 6.4.3 no arbitrator shall be a present or former employee of, and/or consultant to, either Party or their affiliates; and
  - 6.4.4 no Party shall be required to give general discovery of documents, but may be required only to produce specific, identified documents which are relevant to the Dispute.
- 6.5 The arbitration shall take place in Lagos, Nigeria and shall be conducted in the English language.

## **7. Further Action**

- 7.1 Each party must do everything reasonably necessary or desirable to give full effect to this Agreement.

## **8. Execution**

- 8.1 This Agreement may be executed in any number of counterparts.
- 8.2 Each counterpart is an original, but the counterparts together are one and the same agreement.

**9. Notices**

- 9.1 A notice required or authorised to be given or served on a Party under this Agreement must be in writing and may be given or served by email, post or by hand to that Party at its address specified in this Agreement.
- 9.2 A notice is deemed to have been given or served on the Party to whom it was sent:
  - 9.2.1 in the case of hand delivery, on delivery during business hours;
  - 9.2.2 in the case of prepaid post, two (2) Business Days after the date of dispatch; in the case of facsimile transmission, at the time of dispatch if, following transmission, the sender receives a transmission confirmation report or, if the sender's facsimile machine is not equipped to issue a transmission confirmation report, the recipient confirms in writing that the notice has been received.
- 9.3 A notice given or served under this Agreement is sufficient if:
  - 9.3.1 in the case of the Company, it is signed by a director or the Secretary of that company; or
  - 9.3.2 in the case of an individual, it is signed by that Party.
- 9.4 The provisions of this clause are in addition to any other mode of service permitted by law.
- 9.5 In this clause, notice includes a demand, request, consent, approval, offer and any other instrument or communication made, required or authorised to be given under this Agreement.

**IN WITNESS WHEREOF** the parties have duly executed this Agreement as of the date first above written:

Signed for and On Behalf of **Northmead Technologies Limited:**

.....  
**Managing Director / CEO**

SIGNED BY **Within Named Director**

\_\_\_\_\_  
**Director**

