NDA & CONFIDENTIALITY AGREEMENT

1. The Parties. This is an agreement between <……………………………………………………………………………> and Cloudsa Systems (P) LTD. concerning the confidentiality of information relating to the Company. References in this agreement to "The client" mean <…………………………………………………..> and all subsidiaries, affiliated companies, associated companies and holding companies together with all and any successors in title and assignees of any of the above.

2. Proposed Association of The Parties. The Company wishes to employ or to contract with, or to enter into discussions in anticipation of employing or contracting with, Cloudsa Systems (P) LTD. The compensation for his/her employment or contract will be not only for his/her services but also for the confidential manner in which his/her services will be performed.

3. Recognition of a Compelling Need for Confidentiality. Cloudsa Systems (P) LTD realizes that the Company has a compelling need to maintain confidentiality, and further recognizes that his/her employment or contract with the Company, or his/her discussions with the Company for such employment or contract, will place him in a position of special trust and confidence with access to confidential information concerning the Company and its operations.

4. Consideration. For the reasons explained above, Cloudsa Systems (P) LTD, as a precondition to his/her employment or contract with the Company, and in partial consideration, agrees and covenants with the Company as follows.

5. **Cloudsa Systems** and **The Client** agree to:

2.1 To work together in good faith to explore further business opportunities those are within the scope of this Agreement;

2.2 To exchange ideas and technical information as may be appropriate;

6. Agreement To Notify About A Request. Cloudsa Systems further agrees that if any person or entity requests, subpoenas, of otherwise attempts to obtain confidential or proprietary information or material relating to the Company within his/her custody or control, or within the custody or control of anyone operating on his/her behalf, he/she will notify the Company immediately and will cooperate fully in any legal action by the Company seeking protection against disclosure, on the understanding that the Company will bear the reasonable cost of attorney's fees and

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expenses incurred by him in connection with the action.

7. Agreement To Assign Interest. Cloudsa Systems further agrees to assign to the Company and does hereby assign to the Company, all right, title, and interest in any royalty or remuneration, or anything else of value, that he/she or anyone operating on his/her behalf may acquire as a result of any disclosure or use of information or material in breach of this Agreement. This assignment does not limit any other remedy to which the Company may be entitled.

8. The Client and Cloudsa Systems intend to be engaged in discussions concerning the establishment of a possible business relationship with respect to IT and IT related Services. In the course of such discussions and negotiations, it is anticipated that one or more of the parties may disclose or deliver to the other parties certain confidential or proprietary materials or information for the purpose of enabling the other party to evaluate the feasibility of such business relationship. The parties have entered into this Agreement in order to assure the confidentiality of such confidential proprietary materials and information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing the Confidential Information

(Here in after defined) is referred to as the "Disclosing Party", the other party receiving such Confidential Information is referred to as the "Receiving Party".

9. "Confidential Information" shall mean all information disclosed by the Disclosing Party to the Receiving Party subject to the following provisions (i) (ii) and (iii)

i. It is clarified that Confidential Information shall include, but is not limited to, any trade secret, technique, strategy, component, concept, program, report, study, memorandum, correspondence, documentation, information, manual, record, data, technology, product, plan, design, procedure, method, invention, sample, notes, summaries, analyses, compilations and other writings, cell lines and procedures and formulations for producing any such sample, medium, and / or cell line, process, formula or test data relating to any research project, work in progress, future development, engineering, manufacturing, marketing, pricing, billing, servicing, financing, personnel matter, its present or future products, sales, suppliers, clients, customers, employees, investors, or any other information which the Disclosing Party provides to the Receiving Party whether in oral, written, graphic or electronic form and whether or not such information is identified as such by an appropriate stamp or marking. However, all the Confidential Information disclosed by the Disclosing Party in an intangible form shall be reduced to writing by the Disclosing Party within thirty (30) days from such disclosure and a copy of the

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same shall be provided to the Receiving Party.

ii. Confidential Information includes information disclosed by the Disclosing Party or by Any individual, firm or corporation controlled by, controlling, or under the common control of the Disclosing Party.

iii. Confidential Information shall not include any information which the Receiving Party can demonstrate to the Disclosing Party:

> a. Is now, or has become, through no act or failure to act on the part of the Receiving Party, generally known or available to the public;

> b. Is known by the Receiving Party at the time of receiving such information as Evidenced by its records;

> c. Is discovered/independently developed by the Receiving Party independent of Any disclosures by the Disclosing Party; or

> d. Is hereafter furnished to the Receiving Party by a third party, as a matter of right and without restriction on disclosure.

"**Affiliate**" shall mean any business entity which directly or indirectly controls or is controlled by or is under common controls with a party to this Agreement by means of ownership of more than fifty percent (50%) of the voting stock or similar interest in such party.

"**Representative**" shall mean any person or business entity, including such business entity's directors, officers, employees, agents, advisors (including, without limitation, financial advisors, counsel and accountants) and controlling persons, representing a party to this Agreement.

10. Confidential Information shall be kept confidential and not be disclosed in any manner whatsoever, in whole or in part, to any third party without the prior written consent of the Disclosing Party and shall not be used by the Receiving Party for any purpose other than evaluating the transaction referred to above. The Receiving Party shall protect the Confidential Information received with at least the same degree of care used to protect its own confidential information from unauthorized use or disclosure.

11.   The Receiving Party may disclose the Confidential Information, on a need to know basis, to its Affiliate(s) or Representative(s) who shall be under the obligation of confidentiality set forth herein. The Receiving Party will secure the agreement and commitment of all

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such Affiliate(s) or Representative(s) to comply with the terms and conditions of this Agreement. The parties agree to assume full responsibility and liability for any and all disclosures, negligent and wrongful acts or omissions, and breaches of this Agreement made by its employees and for any uses and activities that exceed the limited purposes and disclosures permitted under the terms and conditions of this Agreement, provided that such employees have acted within the scope of their employment duties. The Receiving Party will be responsible for any breach of this Agreement by its Affiliate(s) or Representative(s), provided that they have acted within the scope of their duties.

12.   Without the prior written consent of the Disclosing Party, the Receiving Party will not disclose to any other person the fact that the Confidential Information has been made available, or that discussions or negotiations are taking place concerning a possible business relationship between them or with respect to any of the terms, conditions or other facts with respect to any such possible business relationship between them, including the status thereof, except as required by law and then only with prior written notice as soon as possible to the Disclosing Party. The term "person" as used in this letter shall be interpreted to include, without limitation, the media and any corporation, company, group, partnership or individual.

13.   Promptly upon the written request of the Disclosing Party, the Receiving Party will destroy or return the Confidential Information received from the Disclosing Party and all copies thereof. However, the receiving party shall be entitled to retain one set of all such information for the sole purpose of determining obligations hereunder. Notwithstanding the return or destruction of the Information, the Receiving Party will continue to be bound by its obligations hereunder for a period of two (2) years from the date of this Agreement and may retain one copy of the Confidential Information for archival purposes.

14.   In the event that the Receiving Party or anyone to whom the Receiving Party transmits the Confidential Information pursuant to this Agreement are requested or become legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, criminal or civil investigative demand or similar process) to disclose any of the Confidential Information, the Receiving Party will provide the Disclosing Party or one of its Affiliate(s) or Representatives with prompt written notice so that the Disclosing Party may seek a protective

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order or other appropriate remedy and/or waiver compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, the Receiving Party will furnish only that portion of the Confidential Information which is, in the judgment of Receiving Party, legally required.

15. It is further understood and agreed that no failure or delay by The Client or Cloudsa Systems in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.1

16. The exchange of the Confidential Information shall take place solely for the purposes of this Agreement pursuant to Clause 1 mentioned hereinabove and shall not therefore involve any obligation charged to the parties with the exception of what is expressly provided under this Agreement.

17. In the event of dispute, misunderstanding or disagreement arising out of or in relation to or in connection to this Agreement, the parties agree to resolve amicably through mutual consultation. In the event that the parties fail to so settle such dispute, any such dispute shall be finally settled through binding arbitration according to the provisions of the Arbitration Act, as amended from time to time. Such arbitration shall take place in New Yenago, Nigeria, and be conducted in the English language.

18. This Agreement shall be governed by and construed under the laws of the Federal Republic of Nigeria.

19. This Agreement shall not be assigned by either party without the prior written consent of the other except in connection with the transfer of substantially all of the assets or business of such party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon

the successors and permitted assigns of the parties. 20. The parties acknowledge that they may pursue opportunities that may compete or conflict with

the subject matter of this Agreement and, subject to protecting the Confidential Information that is the subject matter of this Agreement in a manner required by this Agreement, are free to pursue such opportunities.

21. The Client agrees that Cloudsa Systems keeps the right to showcase the work done by it for

The Client in Cloudsa System's portfolio.

22. Non-Solicitation

Any attempt on the part of the Contractor to induce others to leave the Employer's employ, or any effort by the Contractor to interfere with the Employer's relationship with its other employees and contractors would be harmful and damaging to the Employer. The Contractor agrees that during the term of the Retainer and for a period of five (5) years after the end of term of the Retainer, the Contractor will not in any way, directly or indirectly:

i. Induce or attempt to induce any employee or contractor of the Employer to quit employment or retainer with the Employer;

ii. Otherwise interfere with or disrupt Employer's relationship with its employees and Contractors;

iii.   Discuss employment opportunities or provide information about competitive employment to any of the Employer's employees or contractors; or

iv.   Solicit, entice, or hire away any employee or contractor of the Employer. This obligation will be limited to those that were employees or contractors of the Employer when the Contractor was retained. The client also agrees to the same Non-Solicitation.

Terms for protecting the interests of Cloudsa Systems and not to solicit Cloudsa Systems' Employees, Partners, Associates.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written by their duly authorized officers.

For Cloudsa Systems (P) LTD. 11, Nwaneke Street, By Rhoda Hotels, Akenfa III- 900271 Yenagoa, Bayelsa, NIGERIA

Title

Name:

Sign:

Date:

For <Company Name>:

Address:

Title:

Name:

Sign:

Date:

For Cloudsa Systems
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F - https://facebook.com/CloudsaSystems
T - https://twitter.com/CloudsaSystems

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