

Branda

BRANDA NON-DISCLOSURE AND NON-SOLICITATION AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made and entered into on this ____ day of _____, 202__, by and between:

1. **Branda**, a branding company, duly incorporated under the laws of the Federal Republic of Nigeria (and any other jurisdictions in which it operates), with its principal office at [Insert Address] ("Disclosing Party"); and
 2. _____, a company/entity/individual duly incorporated under the laws of Nigeria, with its principal address at _____ ("Receiving Party").
- Collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Branda is engaged in the business of branding, marketing, web development, and other creative fields, including recruitment of talents such as software engineers, visual & graphic designers, architects, web developers, UI/UX experts, digital marketers, and other professionals on contract, wages, salary, or escrow terms, and may, in the course of negotiations or projects, disclose certain proprietary, confidential, and/or intellectual property information that is to be protected under the terms of this Agreement;

AND WHEREAS, the Parties wish to define the terms governing the protection and restricted use of such Confidential Information;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. DEFINITIONS

1.1 Confidential Information

For the purposes of this Agreement, "Confidential Information" includes but is not limited to all data, trade secrets, business plans, strategies, financial information, designs, software code, proprietary software, technical processes, operational data, contracts, know-how, talent lists, work product, and any other information disclosed by the Disclosing Party in any format

(whether oral, written, or electronic), that is either identified as confidential or is of such nature that it reasonably should be considered confidential.

1.2 Receiving Party

The Party to whom Confidential Information is disclosed.

1.3 Disclosing Party

The Party disclosing Confidential Information.

2. INTERPRETATION

2.1 Headings

The headings in this Agreement are for convenience only and shall not affect its interpretation.

2.2 Plural/Singular

Words importing the singular include the plural and vice versa unless the context otherwise requires.

2.3 References to Laws

References to statutes, regulations, or laws shall include amendments, consolidations, and re-enactments thereof.

3. OBLIGATION OF CONFIDENCE

3.1 Confidentiality

The Receiving Party acknowledges that all Confidential Information is proprietary to the Disclosing Party and agrees to:

- (a) Hold and maintain the Confidential Information in strict confidence.
- (b) Take reasonable security measures to protect the confidentiality of the information.
- (c) Restrict access to the Confidential Information to its employees, agents, or representatives who have a legitimate need to know and are bound by confidentiality obligations no less stringent than those contained in this Agreement.

3.2 Non-Disclosure

The Receiving Party agrees not to disclose Confidential Information to any third party without the prior written consent of the Disclosing Party, except as permitted under this Agreement.

4. RESTRICTED USE

4.1 Use of Confidential Information

The Receiving Party shall use the Confidential Information solely for the purpose of evaluating or conducting discussions relating to the recruitment, onboarding, and engagement of talents for projects and business dealings with the Disclosing Party. Any other use of the Confidential Information is strictly prohibited unless agreed upon in writing by the Disclosing Party.

5. NOTICE OF UNAUTHORIZED DISCLOSURE

5.1 Notification

In the event that the Receiving Party becomes aware of any actual or potential unauthorized access, use, or disclosure of the Confidential Information, it shall:

- (a) Promptly notify the Disclosing Party in writing.
- (b) Take all reasonable steps to mitigate the effects of such unauthorized disclosure.
- (c) Cooperate with the Disclosing Party in any investigation or remedial action.

6. DATA PRIVACY

6.1 Compliance with Privacy Laws

The Receiving Party shall comply with all applicable data protection and privacy laws, including but not limited to the Nigeria Data Protection Regulation (NDPR) and, where applicable, the General Data Protection Regulation (GDPR), in relation to the processing of any personal data that may be shared or disclosed as part of the Confidential Information.

6.2 Personal Data

If any Confidential Information contains personal data, the Receiving Party shall process such personal data only for the purposes set out in this Agreement and in compliance with the Disclosing Party's instructions.

7. DISCLOSURE REQUIRED BY LAW

7.1 Legal Obligation

If the Receiving Party is required by law, regulation, or court order to disclose any Confidential Information, it shall:

- (a) Promptly notify the Disclosing Party before making such disclosure.
- (b) Provide all reasonable assistance to the Disclosing Party in seeking a protective order or other remedy to limit the scope of disclosure.

8. TITLE AND OWNERSHIP

8.1 Proprietary Rights

All Confidential Information disclosed under this Agreement shall remain the property of the Disclosing Party. Nothing in this Agreement shall be construed as granting any rights, title, or interest in or to the Confidential Information, except as expressly set forth herein.

9. RETURN / DESTRUCTION OF CONFIDENTIAL INFORMATION

9.1 Return or Destruction

Upon the written request of the Disclosing Party or upon the termination of this Agreement, the Receiving Party shall promptly:

- (a) Return all copies of Confidential Information in its possession; or

- (b) Destroy all such Confidential Information and provide written certification to the Disclosing Party that the information has been destroyed.

10. REMEDIES

10.1 Injunctive Relief

The Receiving Party acknowledges that any breach of this Agreement could result in irreparable harm to the Disclosing Party, for which monetary damages may be insufficient. In such event, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, or any other equitable remedy in addition to any other remedies available at law.

11. NON-CIRCUMVENTION

11.1 Business Opportunities

The Receiving Party agrees not to circumvent or attempt to circumvent the Disclosing Party in connection with any business opportunities or relationships disclosed as part of the Confidential Information, without the prior written consent of the Disclosing Party.

12. TERMINATION

12.1 Term

This Agreement shall commence on the date first written above and continue until terminated by either Party with thirty (30) days' written notice.

12.2 Survival of Obligations

Notwithstanding the termination of this Agreement, the obligations of confidentiality and non-use shall survive for a period of five (5) years after the termination of this Agreement.

13. MISCELLANEOUS

13.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, without regard to its conflict of laws principles.

13.2 Dispute Resolution

Any disputes arising out of or in connection with this Agreement shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act of Nigeria. The venue for arbitration shall be [Insert City], and the language of arbitration shall be English.

13.3 Assignment

The Receiving Party shall not assign its rights or obligations under this Agreement without the prior written consent of the Disclosing Party.

14. ENTIRE AGREEMENT / NO WAIVER

14.1 Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements, discussions, and understandings, whether written or oral.

14.2 No Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party to be charged. Failure to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

15. SEVERABILITY

15.1 Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the Parties shall negotiate in good faith to replace the invalid provision with a valid provision that closely approximates the intent and economic effect of the invalid provision.

16. WORK FOR HIRE & INTELLECTUAL PROPERTY

All works, deliverables, concepts, designs, branding materials, packaging, creative assets, strategies, or any intellectual output created, developed, or delivered by the Service Provider in the course of this Agreement, whether for Branda Nigeria directly or for any of Branda's clients under Branda's instruction, shall be deemed **"work for hire"** and the sole and exclusive property of Branda Nigeria.

Where, for any reason, such works are not considered "work for hire" under applicable law, the Service Provider hereby irrevocably assigns, transfers, and conveys to Branda Nigeria all rights, title, and interest (including all intellectual property rights) in and to such works, without any further consideration.

The Service Provider shall retain no rights to use, reproduce, distribute, disclose, or exploit such works, except with Branda Nigeria's prior written consent.

This clause shall **survive the expiration or termination of this Agreement** and shall apply to all works, projects, and deliverables created under this Agreement.

17. COUNTERPARTS

17.1 Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure Agreement as of the date first written above.

Disclosing Party: **Branda** Receiving Party:

By: Branda
Name: Olawale Ismail

Signature: 
Date: 9th of July, 2024

By: _____
Name: _____

Signature: _____
Date: _____

CONFIDENTIAL