
NSE – Client NDA

Non-Disclosure Agreement

This Nondisclosure Agreement (this “*Agreement*”) is entered into between The Nigerian Stock Exchange (together with its subsidiaries and or successors and assigns, the “*NSE*”), and **CLIENT** (together with its subsidiaries and or successors and assigns). In order to protect certain Confidential and Proprietary Information disclosed or conveyed by either party to the other in connection with the new MDF test, the Parties agree that:

1. This Agreement shall apply to all Confidential Information disclosed or to be disclosed by or on behalf of either party (“the Discloser” - NSE) to the other party (“the Receiving Party - CLIENT”).

2. “*Confidential Information*” means any information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to the Discloser and its business and operations that is provided to the Receiving Party pursuant to the PURPOSE.

3. The Receiving Party (CLIENT) with respect to any Confidential Information shall ensure that its officers, directors, employees, agents, affiliates, assigns, licensors and representatives (collectively, the “*Representatives*”) agree to, and do: (a) retain in confidence all Confidential Information; (b) refrain from disclosing any Confidential Information to any third party; and (c) use Confidential Information only for the purpose of and in connection with the PURPOSE and not for any unauthorized purpose.

4. The restrictions set forth in Paragraph 3 shall not apply to Confidential Information that: (a) is or becomes public knowledge (except by breach of this Agreement by CLIENT or any of its Representatives); (b) is received by CLIENT from a third party on a non-confidential basis, provided, that the source of such information is not bound by a confidentiality agreement or other contractual, legal, or fiduciary obligation of confidentiality with respect to such information; (c) is in CLIENT’s possession before the time of disclosure by the Discloser other than as a result of a breach of any legal obligation by

CLIENT or its Representatives; (d) is developed prior to the effective date of this Agreement by CLIENT independent of the receipt of information from the Discloser; or (e) is required by applicable law or regulation to be disclosed by CLIENT, provided, that the Receiving Party gives the Discloser reasonable notice to permit it to seek a protective order or other similar order with respect to such Confidential Information.

5. The Receiving Party will take all reasonable steps and any reasonable measures requested by the Discloser to prevent, control or remedy any violation of this Agreement by the Receiving Party or any of its Representatives.

6. This Agreement shall remain in effect until twenty-four months after the completion of the Penetration Test.

7. The Receiving Party shall advise its Representatives to which it discloses Confidential Information in accordance with the terms of this Agreement of the confidential nature thereof. Confidential Information shall be disclosed only to such Representatives who are determined in good faith by CLIENT to have a need to know such information for the purposes described herein and provided that such Representatives sign this Agreement.

8. CLIENT, upon the Discloser's written request, will promptly return all Confidential Information and materials received from the Discloser, together with all copies, or certify in writing that all Confidential Information and copies thereof have been destroyed.



9. This Agreement imposes no obligation on a Party to provide Confidential Information or to purchase, sell, license, transfer or otherwise make use of any technology, services or products.

10. This Agreement does not offer or grant to the Receiving Party any rights in or license or franchise under any present or future patent, patent application, trademark, copyright, trade secret right, mask work protection right, or any other intellectual property right of the Discloser.

11. CLIENT acknowledges that damages for intentional, negligent or otherwise improper disclosure of Confidential Information or unauthorized or unlawful use of product or competition against Discloser business and interests may be irreparable and significant and that the Discloser is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies including monetary and liquidated damages.

12. This Agreement shall be construed in accordance with and governed by the laws of the Federal Republic of Nigeria. The Parties consent to the jurisdiction of Nigerian Courts and the Parties waive any jurisdictional defenses and consent to the recognition and enforcement of any orders, decrees or judgments, foreign or domestic, relating to or arising herein under.

13. This Agreement does not create any agency or partnership relationship. All additions or modifications to this Agreement must be made in writing and must be signed by both Parties.

14. This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior proposals, agreements, and understandings, written or oral, with respect to the subject matter hereof. The unenforceability of any provision on this Agreement shall not affect the enforceability of any other provision of this Agreement. Execution in counterparts and facsimile are valid.

ACCEPTED AND AGREED TO BY:

Ade Ewuosho

Authorized signatory of The Nigerian Stock Exchange



**THE Nigerian
STOCK EXCHANGE**



Authorized signatory of CLIENT