

## NONE DISCLOSURE NONE COMPETE AGREEMENT

THIS AGREEMENT, made this 20th day of *November* 2024

between Stephanie Okonta, Managing Director S&Spresstige Constructions and Engineering Limited \_\_\_[hereinafter referred to as *Property Development and Marketing Partner* and *Stallion Technologies LLC*, and its Partners [hereinafter referred to as *"Corporation or Company"*] a Provider of Innovative IT Health Care Design Services, Real Estate and Property Developer and Technology Products Development.

**WHEREAS**, The Corporation intends to partner with one or more businesses, and the parties agree that the primary items of information which is subject to confidentiality under this Agreement are technology development concepts, property development concepts and related technology information with its intellectual properties certain mixed property development with concepts that will be shared with property development partner along with additional information which may be shared on the use of certain properties.

1. Corporation is interested in engaging partners to perform certain creative services relating to our property development, along with other investment financing services, civil and constructional engineering services, related business or professional online electronic clients development services, business, land and property survey materials, title ownership documentations and records, as well as other related innovative concepts with which the Company has disclosed or may disclose now and or in the future from its owned Confidential Information (as defined below) to Partners and signing parties of this agreement.
2. **Definition of Confidential Information.** "Confidential Information" means any oral, written, graphic, text or machine readable information including, but not limited to, that which relates to trademarks, copyrights, research, technology, product plans, products, developments, inventions, processes, designs, drawings, concepts, themes, services, customers, business plans, marketing or finances of the Company, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed 12 months for none other contracted engagement of both parties) after the disclosure, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary.
  - 2a.** The expression "confidential information" shall not include information:
    - (i) Which can be shown to have been known to the client prior to its receipt of the information or developed by the client without reference to the confidential information.



- (ii) Which becomes public knowledge or publicly available through no fault of the client.
- (iii) Which is lawfully obtained from third parties without restriction.
- (iv) Which is disclosed in response to a valid order of a court or other authorized agency of the Government of the Federal Republic of Nigeria or any State of the Federation where the client is subject to regulation or judicial authority.

### 3. Nondisclosure of Confidential Information

- a. The client agrees not to use any Confidential Information disclosed by the Company for its own use or for any purpose other than to carry out discussions concerning and the undertaking of these collaborative meetings only. Client shall not disclose or permit disclosure of any Confidential Information of the Company to any of its own Company use or other related or none related third parties entities or individuals, which may be affiliates of Recipient, other than directors, officers, employees, consultants and agents who are approved and need such information in order to enhance or make a determination related to our two companies collaborative efforts in this negotiations.

4. **No Duplication: Return of Materials and Non-Compete Clause.** The recipient agrees, except as otherwise expressly authorized by our Company, not to make any copies or duplicates of any Confidential Information. Partners would not use such documents undisclosed to the corporation to support other related or unrelated property development companies or a company in direct competition with the corporations for this project or other similar project. Any materials or documents that have been furnished by the Company to the development Partner in connection with the Relationship shall be promptly returned, accompanied by all copies of such documentation, within ten (10) days after (a) the Relationship has been rejected or concluded or (b) the written request of the Company.

Development Partner here by covenant with Corporation not to use any information obtained or learned in association or collaborative efforts with Corporation for his own business organization, or a third-party organization, or obtain consultancy to another organization in competitive or noncompetitive line of business while engaged in training,



or working as a partner developer or engineer with the Corporation and also upon termination of a contract with Corporation for a period of 3 years. However, if such relationships between Development Partner and Corporation result from a temporal working relationship without a successful contract, the partner would not use such information derived in the working relationship process for 12 months after the relationship period. The corporation shall seek to obtain from the Development Partner all monetary gains, and goodwill obtained by development partner by all legal means available to the Corporation.

**No Rights Granted.** Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of the Company, nor shall this Agreement grant Recipient any rights in or to the Company's Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the Relationship. Recipient understands that nothing in this Agreement (a) requires the disclosure of any Confidential Information, which shall be disclosed, if at all, solely at the Company's option, or (b) requires the Company to proceed with the Relationship or any transaction in connection with which the Confidential Information may be disclosed.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed in their names by the undersigned officers, the same being duly authorized to do so.

By: \_\_\_\_\_

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

Stephanie Okonta, Managing Director S&Sprestige Constructions and  
Engineering Limited  
+2348032391694

By: \_\_\_\_\_

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

**Stallion Technologies Ltd or Authorized Representative of the Corporation**

