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## EMPLOYEE NON-DISCLOSURE AND NON-COMPETE AGREEMENT

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THIS NON-DISCLOSURE AND NON-COMPETE AGREEMENT (the “**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2018

Between

1. **BEEP MAGNET INTERNATIONAL LIMITED**, a limited liability company incorporated under the laws of the Federal Republic of Nigeria with its principal place of business at 14, Yinusa Street, off Muslim Avenue, Ikeja, Lagos (hereinafter referred to as “**Employer**” which expression shall where the context so admits include its successors-in-title and assigns) of the first part;

AND

2. **MR/MISS/MRS** \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, (hereinafter referred to as “**the Employee**” of the second part;)

EMPLOYER AND EMPLOYEE are jointly referred to as “Parties” and individually as a “Party.”

**WHEREAS**

- 1.1 The parties acknowledge that in connection with the performance of the Employee’s duties, the Employer or any Client of the Employer may disclose to the Employee confidential and proprietary information and trade secrets of the Client or the Employer.
- 1.2 For the purposes of this Agreement, parties understand that " Confidential or Proprietary Information" shall mean knowledge and information about the Employer or any of its Clients, whether or not the Employer or its Client has

any declared expectation of confidentiality, and shall include without limitation: customer data, access codes, mailing lists, telephone directory/contacts, customer usages, reports, minutes, technology, computer programmes, research, formulas, know-how, forecasts, sales and marketing methods, financing sources and requirements, financial information and all other confidential information.

1.3 Parties understand that the Employee may also create such information in 1.2 above within the scope and in the course of performing employment functions and roles. Such derivative codes and products generated in the course of the employment or available in the record of the Employer or its Client or any other information which provides a competitive advantage or has the potential effect of causing damage or injury to the brand, goodwill, business or any economic interest of the Client or the Employer are generally within the scope of Confidential or Proprietary Information under this Agreement.

1.4 Subject to the terms and conditions of this Agreement, the Employee's contract of employment and any other policy, guideline or requirements which the Employer may prescribe from time to time with respect to handling of confidential information, the Employee irrevocably undertakes as follows:

#### **NON-DISCLOSURE AND CONFIDENTIALITY DUTY**

2.1 During the Employee's employment and at all times after termination or cessation of the employment, the Employee undertakes to hold all Confidential and Proprietary Information in strict confidence and shall not:

2.1.1 divulge, disseminate, publish, disclose, provide or otherwise make available any Confidential or Proprietary Information to any third-

party including but not limited to the Employee's relatives, spouse, friends, associates or any member of the public except as the work demands or in the performance of the ordinary business of the Employer or its Client, or

2.1.2 use any such Confidential or Proprietary Information for any purposes other than as required for the performance of employment functions in the course of the ordinary business of the Employer or its Client.

2.2 The Employee acknowledges that the Employer may have entered into non-disclosure or confidentiality obligation agreement with any Client or third-party. Accordingly, the Employee hereby agrees-

2.2.1 to assume the non-disclosure or confidentiality obligation of the Employer under any such Agreement to the same degree as if the specific terms of such agreements were expressly incorporated into this Agreement as an exclusive undertaking of the Employee;

2.2.2 to fully indemnify, protect or hold the Employer harmless from injury, loss, sanction, costs or liability howsoever described or founded which the Employer may suffer, incur or be required to pay, defend or settle for any breach of duty of non-disclosure or confidentiality under this Agreement or any third-party agreement to which the Employer is a party,

2.2.3 to take all reasonable steps to ensure that Proprietary or Confidential Information of the Employer or its Clients is not disclosed or distributed in violation of the provisions of this Agreement; and

- 2.2.4 to be personally liable for any criminal or civil consequences for any illegal, unauthorized or wrongful use of the Confidential or Proprietary Information.
- 2.3 The provisions of this Agreement shall survive termination or expiration of the employment for any reason.
- 2.4 In the event of termination of employment, the Employee shall
  - 2.4.1 promptly deliver to the Employer all data, information and access codes in his/her custody notwithstanding any claim the Employee may have against the Employer; and
  - 2.4.2 refrain or desist from tampering with, changing, modifying or dealing with the data, access codes or any Confidential or Proprietary Information in such a manner as to deny the Employer or the Client the right to the use of it or as to cause any damage or loss to any interest which they may have in the information.

#### **NETWORK ACCESS POLICY**

- 3.1 The Employee acknowledges and agrees that his/her access to and use of the Employer's network and other information system(s) shall be subject to the terms and conditions of the Employer's Network Access policy and hereby undertakes to comply with the Network Access policy and procedure as may be prescribed from time to time.
- 3.2 Only the Employee specifically authorized by the Employer may access and use the Employer's network and information system(s).
- 3.3 The Employee shall not disclose any elements of IDs, passwords, and/or configuration or security information related to Employer's networks, services,

systems or technology. All accounts, systems, and account information is and shall remain the property of the Employer exclusively.

- 3.4 The Employer reserves the right to approve or amend as necessary, any engineered or recommended connections requested or required by the Employee and to dictate connection protocols and standards.
- 3.5 The Employee shall make no attempt to implant code, cause the connected network, workstation or system to sniff or collect packets, create additional user accounts (or unauthorized access methods, commonly known as “backdoors”), or in any way alter or record the activities of Employer’s systems.
- 3.6 Access shall be restricted to the systems and for the purposes described in this Agreement. Any access, which is not expressly permitted, is denied.
- 3.7 Only Computers provided by the Employer shall be used for the Work and the Employee shall not create a copy of any work on any other storage system or device or create a backdoor access or backup to Employer’s network or any computer.
- 3.8 The Employer’s networks shall under no circumstances be used to sweep, scan or attempt to determine the topology or security of other systems or networks. In the event that accidental or unintended intrusion does occur, the connection will be terminated immediately, and Employer will be notified immediately.

#### **WORK MADE FOR HIRE AND ASSIGNMENT**

- 4.1 The Employee acknowledges that all works, inventions, patentable and sub-patentable ideas developed and all materials or elements rendered, provided, supplied or acquired by the Employee in the course of employment shall be treated as “works made for hire” for the Employer, and therefore the Employer

is the sole and exclusive author and intellectual property owner thereof for all purposes throughout the universe, without any limitation of any kind. If any rights in the work or any materials or elements rendered, provided, supplied or acquired by the Employee do not qualify as “works made for hire”, Employee hereby:

- a. assigns to the Employer his/her entire right, title and interest in and to the intellectual property in the work and such materials and elements and waives any and all moral rights he/she may have with respect thereto; and
- b. agrees to execute and deliver to the Employer an Intellectual Property Assignment as may be required by the Employer for the purpose of registering any intellectual property right in respect of the work or material.

4.2 The Employee shall take all steps reasonably necessary to ensure all Creators and all Persons who may claim any copyright, moral rights, personality rights or any intellectual property rights relating to the works execute such assignments, acknowledgments, quitclaims, releases or waivers required by Employer assign and transfer all right, title and interest in and to such intellectual property to the Employer in form acceptable to the Employer (or to the extent not assignable, to waive such rights in favour of Employer).

4.3 All right, title and ownership in the works done at all stages of development belong solely to the Employer, and all intellectual property rights shall be in the Employer’s name and the Employee shall do nothing that would impair Employer’s title or create a lien thereon.

## **NON-COMPETE**

- 5.1 During the employment and for a period of 3 (Three) years after the termination of employment, the Employee shall not be connected with, participate in, consult or otherwise associate with any other business, enterprise or venture that is the same as, similar to or competitive with the business of the Employer. By way of example, and not as a limitation, the foregoing shall preclude the Employer from soliciting business or sales from, or attempting to convert to other sellers or providers of the same or similar products or services as provided by the Employer.
- 5.2 Notwithstanding anything to the contrary in the contract of employment or personnel policy, the Employee shall give the Employer 6 (Six) months' notice of intention to terminate the employment.
- 5.3 The Employee undertakes that he/she shall not resign from employment or terminate this contract within 5 (five) years of execution of this Agreement.

## **GOVERNING LAW**

- 6.1 This Agreement and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of Federal Republic of Nigeria.

## **COST OF ENFORCEMENT**

- 6.2 If the Employee brings any action against the Employer to enforce the terms of this Agreement and such action fails, the Employer shall be entitled to recover all costs, including attorneys' fees, from the Employee as part of any judgment or award.

IN WITNESS WHEREOF, the parties have executed this Agreement at with full knowledge of its content and significance and intending to be legally bound by the terms hereof the day and year first above written.

**By the Within-named Employee**

\_\_\_\_\_  
Employee's Name, Signature and Date

**For: The Employer**

\_\_\_\_\_  
Authorized Signature