

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

BETWEEN

ELYCROX GLOBAL LTD

("DISCLOSING PARTY")

AND

XYZ

("RECEIVING PARTY")

IN RESPECT OF:

THE DISCLOSURE, ACCESS, RECEIPT, USE, HANDLING, STORAGE, PROTECTION, RETENTION, REPRODUCTION AND RETURN OF CONFIDENTIAL INFORMATION DISCLOSED BY OR ON BEHALF OF THE DISCLOSING PARTY.

PREPARED BY:

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THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT ("the Agreement") is made
this ____ day of _____ 2026

BETWEEN

ELYCROX GLOBAL LTD., a company duly incorporated under the laws of the Federal Republic of Nigeria with its registered office at No. 87, Aiyegbami Estate, Asadam Road, Ilorin, Kwara State, Nigeria (hereinafter referred to as the “**Disclosing Party**”, which expression shall where the context admits include its successors, affiliates, and permitted assigns)

AND

XYZ of _____ (hereinafter referred to as the “**Receiving Party**”, which expression shall where the context admits include its employees, personnel, representatives, affiliates, successors, and permitted assigns).

The **Disclosing Party** and the **Receiving Party** may each be referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A. The Disclosing Party operates entertainment, media, competition, digital platform, production, technology, audience engagement, voting, operational, and commercial initiatives including projects associated with the FURY™ ecosystem.
- B. The Parties may enter into discussions, negotiations, evaluations, demonstrations, collaboration conversations, onboarding processes, exploratory engagements, advisory discussions, procurement processes, production activities, investment discussions, testing exercises, or other interactions which may require disclosure of confidential or commercially sensitive information.
- C. The Disclosing Party wishes to protect its confidential, proprietary, operational, creative, technical, strategic, commercial, and regulatory information.
- D. The Receiving Party agrees to receive such information only in accordance with the terms of this Agreement.

NOW THEREFORE, IT IS AGREED as follows:

1. PURPOSE AND APPLICATION

1.1 This Agreement governs the disclosure, access, receipt, use, handling, storage, protection, retention, reproduction, and return of Confidential Information disclosed by or on behalf of the Disclosing Party.

1.2 This Agreement applies irrespective of whether the Parties subsequently enter into a definitive agreement, commercial relationship, investment arrangement, production agreement, employment relationship, advisory engagement, procurement arrangement, or any other transaction.

1.3 The obligations contained in this Agreement shall apply before execution of any subsequent agreement, during any engagement, and after termination of discussions except to the extent expressly stated otherwise.

1.4 Nothing in this Agreement obligates either Party to proceed with any transaction or engagement.

2. DEFINITIONS

2.1 In this Agreement, unless the context otherwise requires:

“Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with a Party.

“Confidential Information” means all information disclosed directly or indirectly by the Disclosing Party, whether oral, written, visual, electronic, recorded, observed, inferred, demonstrated, uploaded, transmitted, communicated, stored, or otherwise made available. Confidential Information includes information relating to business models, show concepts, competition formats, contest mechanics, production workflows, audience engagement structures, voting architecture, anti-manipulation systems, content strategies, algorithms, source code, software architecture, technical documentation, commercial strategies, financial information, budgets, pricing models, vendor structures, investment discussions, cap tables, investor information, pitch materials, internal reports, growth plans, partnership structures, KYC systems, identity verification systems, marketing campaigns, operational manuals, user data, customer insights, security measures, analytics, regulatory strategies, future roadmaps, trade secrets, intellectual property, and any derivative analysis developed from such information.

“Disclosing Party” includes the Company and any of its affiliates, personnel, advisers, investors, contractors, representatives, founders, or authorised delegates disclosing information.

“Receiving Party” includes employees, personnel, advisers, subcontractors, affiliates, representatives, consultants, agents, and any person receiving information through the Receiving Party.

“Permitted Purpose” means the specific evaluation, engagement, collaboration, advisory, production, procurement, investment, or business purpose for which Confidential Information is disclosed.

“Representative” means directors, officers, employees, contractors, consultants, accountants, legal advisers, auditors, investors, agents, or professional advisers.

3. CLASSIFICATION OF CONFIDENTIAL INFORMATION

3.1 Confidential Information shall remain protected whether or not expressly marked confidential.

3.2 Information shall not lose protection merely because it was disclosed informally, disclosed verbally, discussed in meetings, appeared in prototypes, appeared in demonstrations, partially visible, embedded in datasets, disclosed through platform access or shown during calls or recordings.

3.3 Confidential Information may include information classified internally by the Disclosing Party as Restricted, Internal Use, Confidential, Highly Confidential, Strategic or Privileged.

3.4 The Receiving Party shall apply protection standards consistent with the highest level reasonably applicable to the disclosed material.

4. RECEIVING PARTY OBLIGATIONS

4.1 The Receiving Party shall use Confidential Information solely for the Permitted Purpose, keep Confidential Information strictly confidential, prevent unauthorized disclosure, maintain reasonable administrative, technical, physical, and organisational safeguards, limit access strictly on a need-to-know basis, ensure representatives comply with equivalent obligations, promptly notify the Disclosing Party of suspected compromise and avoid reverse engineering except where expressly authorised.

4.2 The Receiving Party shall not exploit Confidential Information for personal, competitive, investment, commercial, publicity, production, recruitment, media, technology, or strategic advantage.

4.3 The Receiving Party acknowledges that Confidential Information may derive substantial independent value from remaining confidential.

5. NON-CIRCUMVENTION

5.1 The Receiving Party shall not use information obtained under this Agreement to circumvent the Company, bypass commercial arrangements, directly approach

identified investors, engage contestants, recruit internal personnel, duplicate platform concepts, solicit vendors, exploit introduced relationships, or interfere with commercial opportunities.

5.2 Any opportunity introduced through access to Confidential Information shall remain subject to the Company's prior written consent.

5.3 The Receiving Party shall not represent any affiliation, endorsement, approval, investment relationship, production involvement, or strategic partnership unless expressly authorised.

6. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

6.1 Confidential Information shall not include information which the Receiving Party establishes through contemporaneous documentary evidence:

- (a) was lawfully known to the Receiving Party prior to disclosure and without confidentiality obligations;
- (b) becomes publicly available other than through breach of this Agreement;
- (c) is independently developed without use of or reference to the Confidential Information;
- (d) is lawfully obtained from a third party not under confidentiality restrictions.

6.2 The burden of proving any exclusion shall rest entirely on the Receiving Party.

6.3 Partial public availability shall not automatically remove protection from related confidential materials.

6.4 Combination information, compilations, strategic arrangements, sequencing, operational methods, and non-public insights derived from public sources shall remain protected.

7. PERMITTED DISCLOSURE AND COMPELLED DISCLOSURE

7.1 The Receiving Party may disclose Confidential Information only to Representatives who require access for the Permitted Purpose, are bound by written confidentiality obligations no less protective than those contained in this Agreement or receive only the minimum information reasonably necessary.

7.2 The Receiving Party shall remain fully responsible for acts and omissions of its Representatives.

7.3 If disclosure is required by law, regulation, court order, governmental authority, stock exchange requirement, investigative process, or legal obligation, the Receiving Party shall:

- (a) promptly notify the Disclosing Party where legally permissible;
- (b) provide reasonable cooperation to enable protective measures;
- (c) limit disclosure strictly to what is legally required;
- (d) take reasonable steps to preserve confidentiality.

7.4 Mandatory disclosure shall not reduce continuing confidentiality obligations.

8. DATA PROTECTION, PRIVACY, AND SECURITY OBLIGATIONS

8.1 Where Confidential Information contains Personal Data, account information, participant records, KYC materials, voting information, registration information, financial records, behavioural analytics, identity documents, or platform usage data, the Receiving Party shall process such information only in accordance with applicable data protection laws.

8.2 The Receiving Party shall maintain safeguards appropriate to the sensitivity of the information and implement reasonable measures designed to prevent unauthorised access, accidental loss, unlawful processing, data leakage, corruption, destruction and misuse.

8.3 The Receiving Party shall immediately notify the Disclosing Party upon becoming aware of actual security incidents, suspected compromise, unauthorised access, privacy complaints or security weaknesses materially affecting disclosed information.

8.4 Unless expressly authorised in writing, the Receiving Party shall not retain identity documents, create independent user datasets, merge disclosed information with external databases, use data for training artificial intelligence systems or perform analytics unrelated to the Permitted Purpose.

8.5 Where cross-border access occurs, the Receiving Party shall implement reasonable safeguards appropriate to the applicable jurisdiction.

9. OWNERSHIP OF CONFIDENTIAL INFORMATION

9.1 All Confidential Information shall remain the exclusive property of the Disclosing Party.

9.2 Disclosure does not transfer ownership, rights, licences, title, interests, goodwill, investment rights, shareholder rights, publication rights, distribution rights, or commercial entitlements.

9.3 No implied licence shall arise through disclosure, access, demonstrations, meetings, collaboration discussions, or operational participation.

9.4 Improvements, feedback, observations, recommendations, reports, analyses, enhancements, developments, documentation, derivative materials, and outputs relating to Confidential Information shall vest in the Disclosing Party where developed specifically for the Permitted Purpose.

10. PRE-EXISTING MATERIALS AND INTELLECTUAL PROPERTY

10.1 Nothing in this Agreement transfers ownership of intellectual property existing prior to disclosure.

10.2 Each Party retains ownership of independently developed intellectual property.

10.3 Any materials provided for review, testing, evaluation, demonstrations, production planning, investor review, or strategic assessment shall remain protected.

10.4 Unless expressly agreed in writing, the Receiving Party shall not copy, republish, commercialise, adapt, license, broadcast, reverse engineer, reproduce, distribute, publicly display or create derivative works.

10.5 The Receiving Party acknowledges that show concepts, voting systems, audience engagement structures, platform mechanics, operational methodologies, and creative formats may contain protectable proprietary rights irrespective of registration status.

11. RESIDUAL KNOWLEDGE

11.1 Nothing in this Agreement prevents individuals from using general knowledge, professional experience, or skills retained in unaided memory.

11.2 However, this clause shall not permit use of trade secrets, strategic information, financial information, source materials, non-public business intelligence, confidential processes, creative concepts or identifiable proprietary content.

11.3 The Receiving Party shall not rely upon residual memory to avoid confidentiality obligations.

12. PUBLICITY, ANNOUNCEMENTS, AND COMMUNICATIONS

- 12.1 The Receiving Party shall not make public statements regarding the existence of discussions, the existence of negotiations, the nature of collaboration, internal developments, commercial opportunities, investor discussions, Platform strategy, future launches or technical capabilities.
- 12.2 The Receiving Party shall not publish, post, livestream, record, discuss, reference, showcase, preview, leak, or distribute information obtained under this Agreement.
- 12.3 Use of the Company's name, marks, logos, trade dress, visuals, screenshots, media assets, or branding requires prior written approval.
- 12.4 No press release, interview, public statement, social media publication, promotional content, investor announcement, or publicity campaign relating to the relationship shall occur without prior written consent.

13. INFORMATION SECURITY STANDARDS

- 13.1 The Receiving Party shall implement commercially reasonable controls designed to maintain confidentiality and security.
- 13.2 Such controls shall include reasonable measures relating to access management, secure storage, encryption where appropriate, credential protection, user permissions, controlled sharing, device safeguards, and incident response.
- 13.3 Confidential Information shall not be stored in unsecured repositories, public workspaces, unauthorised cloud environments, public AI tools, personal accounts, or systems lacking reasonable safeguards.
- 13.4 The Disclosing Party may issue supplemental handling instructions for particularly sensitive categories of information.

14. RETURN, DELETION, AND DESTRUCTION

- 14.1 Upon written request or completion of the Permitted Purpose, the Receiving Party shall promptly cease use of Confidential Information.
- 14.2 The Receiving Party shall, at the Disclosing Party's election return the information, securely destroy the information, permanently delete electronic records and certify completion in writing.

14.3 Routine backup systems may retain residual copies for operational purposes provided continued confidentiality obligations apply.

14.4 The Receiving Party shall not retain information to create future competitive advantage or business leverage.

15. BREACH, INCIDENT RESPONSE, AND REMEDIAL ACTION

15.1 The Receiving Party shall immediately notify the Disclosing Party upon becoming aware of actual unauthorised disclosure, suspected compromise, loss of confidential materials, security failures, unauthorised publication, credential exposure, improper access, misdirected transmission, data leakage or circumstances reasonably capable of resulting in compromise.

15.2 Such notification shall contain sufficient detail to enable assessment of the nature of the incident, the categories of information affected, the likely impact, steps already taken and proposed mitigation measures.

15.3 The Receiving Party shall cooperate fully with investigations, remediation activities, legal responses, regulatory responses, recovery measures, containment activities, and reasonable corrective instructions.

15.4 The Receiving Party shall take all reasonable steps necessary to minimise continuing harm and prevent recurrence.

15.5 Delay in reporting an incident shall constitute an aggravating factor in assessing breach.

16. AUDIT, VERIFICATION, AND COMPLIANCE RIGHTS

16.1 Where reasonably necessary to verify compliance, the Disclosing Party may request written confirmation regarding the Receiving Party's handling of Confidential Information.

16.2 The Receiving Party shall provide reasonable cooperation and supporting evidence demonstrating compliance.

16.3 Verification may include confirmation regarding access controls, deletion completion, storage practices, internal handling procedures, personnel restrictions; or security controls.

16.4 Audit rights shall be exercised reasonably and in a manner designed to avoid unnecessary disruption.

16.5 Nothing in this clause authorises unrestricted access to unrelated confidential records of the Receiving Party.

17. EQUITABLE RELIEF AND REMEDIES

17.1 The Receiving Party acknowledges that unauthorised disclosure or misuse of Confidential Information may result in harm which cannot be adequately compensated through monetary damages alone.

17.2 Accordingly, the Disclosing Party shall be entitled, in addition to any other available remedy, to seek interim relief, injunctive relief, protective orders, specific performance, equitable remedies, asset preservation measures, or urgent court intervention.

17.3 The exercise of one remedy shall not prevent the exercise of any other lawful remedy.

17.4 The Receiving Party waives any argument that damages alone constitute an adequate remedy for breach involving trade secrets, intellectual property, strategic information, production materials, investor information, platform security information, or operational information.

18. LIABILITY AND RECOVERY

18.1 The Receiving Party shall remain responsible for losses directly arising from breach of this Agreement, unauthorised disclosure, misuse of Confidential Information, acts or omissions of Representatives and failure to maintain required safeguards.

18.2 Recoverable losses may include reasonable costs associated with investigation, containment, remediation, security enhancement, reputational management, professional advisers, regulatory response, and recovery activities.

18.3 Nothing in this Agreement shall require proof of completed commercial damage before protective relief may be pursued.

18.4 Neither Party excludes liability for fraud, wilful misconduct, deliberate misuse of information, or unlawful conduct.

19. NON-SOLICITATION AND NON-INTERFERENCE

19.1 During the term of this Agreement and for **twelve (12) months** after termination of discussions or completion of the Permitted Purpose, the Receiving Party shall not knowingly and without prior written approval solicit employees, induce personnel

departures, interfere with business relationships, approach introduced investors, circumvent strategic introductions, or misappropriate introduced opportunities.

19.2 Nothing in this clause prevents ordinary market activity not arising from use of Confidential Information.

19.3 The Parties acknowledge that this restriction is intended solely to protect legitimate commercial interests.

20. TERM AND SURVIVAL

20.1 This Agreement shall become effective on execution.

20.2 Unless terminated earlier in writing, this Agreement shall remain in force for **five (5) years**.

20.3 Notwithstanding expiry, obligations relating to trade secrets, intellectual property, security measures, Personal Data, non-public operational information, investor information, platform architecture and Confidential Information intended to remain confidential shall survive for so long as such information remains confidential or protected under Applicable Laws.

20.4 Expiry of this Agreement shall not affect accrued rights or liabilities.

21. NO OBLIGATION TO TRANSACT

21.1 Nothing in this Agreement obligates either Party to enter a definitive agreement, continue discussions, award work, provide funding, grant exclusivity, approve participation or engage commercially.

21.2 Each Party remains free to discontinue discussions subject to continuing confidentiality obligations.

22. RELATIONSHIP OF THE PARTIES

22.1 Nothing in this Agreement creates employment, agency, partnership, joint venture, shareholder relationship, fiduciary appointment, or authority to bind either Party.

22.2 Neither Party shall hold itself out as possessing authority not expressly granted.

23. ASSIGNMENT

23.1 The Receiving Party shall not assign, novate, transfer, subcontract, or otherwise dispose of rights or obligations under this Agreement without prior written consent.

23.2 The Disclosing Party may assign this Agreement to affiliates, successors, restructuring vehicles, acquirers, or successor entities.

24. NOTICES

24.1 Notices under this Agreement shall be in writing.

24.2 Notices may be delivered personally, by recognised courier, or electronically to the designated addresses of the Parties.

24.3 Notices shall be deemed received on delivery where personally delivered, two business days after courier dispatch or on transmission where sent electronically without failure notification.

25. GOVERNING LAW AND DISPUTE RESOLUTION

25.1 This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

25.2 Any dispute arising out of or relating to this Agreement shall first be addressed through good faith discussions.

25.3 Where the dispute remains unresolved within **fourteen (14) days** after written notification, the matter shall be referred to mediation administered through the Lagos Multi Door Courthouse.

25.4 If mediation does not resolve the dispute within thirty (30) days after commencement, either Party may refer the matter to a court of competent jurisdiction in Lagos State, Nigeria.

25.5 Nothing in this clause prevents the Company from seeking urgent protective relief where necessary to preserve rights, protect intellectual property, prevent misuse, maintain operational integrity, prevent fraud, enforce Platform rules, or comply with legal obligations.

26. MISCELLANEOUS

26.1 This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein. It supersedes all prior agreements, negotiations, and understandings whether written or oral.

26.2 No amendment to this Agreement shall be valid unless made in writing and signed by both Parties.

26.3 Failure by either Party to enforce any provision shall not constitute a waiver of that provision. Any waiver must be in writing.

26.4 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The Parties shall replace such invalid provision with a valid one that reflects the original intent as closely as possible.

26.5 Each Party shall execute all documents and take all steps necessary to give full effect to this Agreement.

26.6 Provisions relating to confidentiality, intellectual property, transfer restrictions, dispute resolution, and any other provisions intended by their nature to survive shall remain in effect notwithstanding termination.

26.7 This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first above written.

THE COMMON SEAL of the within named Company “**ELYCROX GLOBAL LTD**” is hereby affixed in the presence of:

Director

SIGNED, by the within-named “**RECEIVING PARTY**”

XYZ

IN THE PRESENCE OF:

Name: _____

Address: _____

Occupation: _____

Signature: _____