

NON-DISCLOSURE AGREEMENT (NDA)

SALKELUZ GROUP OF COMPANIES

This Non-Disclosure Agreement (“Agreement”) is made by and between:

Salkeluz Group of Companies, with its principal place of business at No.1 Joval Plaza, Spibat Road Owerri, Imo State Nigeria (“Disclosing Party”),
and

_____, with an address at _____ (“Receiving Party”).

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

1. PURPOSE

The purpose of this Agreement is to enable the Disclosing Party to provide certain confidential, proprietary, and business-sensitive information to the Receiving Party solely for the purpose of evaluating a potential business relationship, investment, partnership, or strategic transaction (the “Permitted Purpose”).

2. DEFINITION OF CONFIDENTIAL INFORMATION

“Confidential Information” means all non-public information disclosed by the Disclosing Party to the Receiving Party, whether disclosed orally, visually, electronically, or in writing, including but not limited to business plans, financial data, technical information, trade secrets, marketing strategies, customer information, legal materials, and intellectual property. Confidential Information includes all derived materials.

3. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party agrees to keep all Confidential Information strictly confidential, use it solely for the Permitted Purpose, restrict disclosure, avoid unauthorized copying, and protect such information with reasonable care.

4. PERMITTED DISCLOSURE

Disclosure is permitted only to employees or advisers with a legitimate need to know and who are bound by confidentiality obligations no less restrictive than this Agreement.

5. EXCLUSIONS

Confidential Information does not include information that is publicly available, previously known, lawfully obtained from a third party, or independently developed.

6. OWNERSHIP AND NO LICENSE

All Confidential Information remains the exclusive property of the Disclosing Party. No license or ownership rights are granted except for the limited permitted use.

7. RETURN OR DESTRUCTION

Upon request, all Confidential Information must be returned or permanently destroyed.

8. NO WARRANTY

All Confidential Information is provided “AS IS” without warranties.

9. REMEDIES

The Disclosing Party is entitled to injunctive relief and all legal remedies for breach.

10. TERM

This Agreement remains in force for five (5) years, with confidentiality obligations surviving termination.

11. GOVERNING LAW

This Agreement is governed by the laws of the Federal Republic of Nigeria.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties.

DISCLOSING PARTY:

Salkeluz Group of Companies

Signature:

SAL

Name: Salvation Calvin Uzundu

Title: Founder

Date: _____

RECEIVING PARTY:

Name: _____

Signature: _____

Date: _____