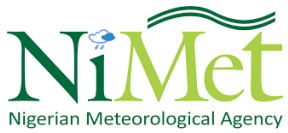


Integrated Data Sharing Portal (IDSP)

NON-DISCLOSURE AGREEMENT

IDSP Project Team
12-20-2023



THIS AGREEMENT is entered into on by the underlisted Participating Agencies:

1. The Central Bank of Nigeria, a statutory body having its Head Office at Plot 33, Abubakar Tafawa Balewa Way, Central Business District, Abuja, Federal Capital Territory.
2. The Securities and Exchange Commission, a statutory body having its Head Office at Plot 272, Samuel Adesujo Ademulegun Street, Central Business District, Garki, Abuja, Federal Capital Territory.
3. Oil and Gas Free Zones Authority, a statutory body having its Head Office at Marbel House, Federal Ocean Terminal, Onne Port Complex, Rivers State.
4. Debt Management Office, a statutory body having its Head Office at NDIC Building (1st Floor), Plot 447/448 Constitution Avenue, Central Business District, Garki Abuja, Federal Capital Territory.
5. Federal Inland Revenue Service, a statutory body having its Head Office at Revenue House, 15 Sokode Crescent, Wuse Zone 5, Abuja, Federal Capital Territory.
6. National Bureau of Statistics, Nigeria, a statutory body having its Head Office at No 1, Wole Olanipekun Street, Formerly, Plot 762 Independence Avenue, Off Constitution Avenue, Central Business District, Abuja, Federal Capital Territory.
7. Nigeria Customs Service, a statutory body having its Head Office at Abidjan Street, Wuse, Zone 3, Abuja, Federal Capital Territory.
8. Nigerian Upstream Petroleum Regulatory Commission, a statutory body having its Head Office at 7, Sylvester Ugoh Street, Jabi, Abuja, Federal Capital Territory.
9. Nigerian Midstream and Downstream Petroleum Regulatory Authority, a statutory body having its Head Office at Plot 1012, Cadastral Zone A00, Central Business District, Garki, Abuja, Federal Capital Territory.
10. National Insurance Commission, a statutory body having its Head Office at Plot 1239, Ladoke Akintola Boulevard, Garki II, Abuja, Federal Capital Territory.
11. Federal Ministry of Education, a statutory body having its Head Office at Federal Secretariate Phase III, Garki, Abuja, Federal Capital Territory.
12. Corporate Affairs Commission, a statutory body having its Head Office at Plot 420, Tigris Crescent, Off Aguiyi Ironsi Street, Maitama, Abuja, Federal Capital Territory.
13. Federal Ministry of Finance, Budget, and National Planning, a statutory body having its Head Office at Plot 421 Constitution Avenue, Central Business District, Garki, Abuja, Federal Capital Territory.

14. Nigerian Deposit Insurance Corporation, a statutory body having its Head Office at Plot 447/448 Constitution Avenue, Central Business District, Abuja, Federal Capital Territory.
15. Nigeria Meteorological Agency, a statutory body having its Head Office at Bill Clinton Drive, Nmandi Azikiwe International Airport, Abuja, Federal Capital Territory.
16. National Pension Commission, a statutory body having its Head Office at 174 Adetokunbo Ademola Crescent, Wuse 2, Abuja, Federal Capital Territory.
17. Nigerian Exchange Limited, a corporate body, registered under the laws of the Federal Republic of Nigeria and having its registered Office at Stock Exchange House, 2 -4 Customs Street, Lagos.
18. Nigeria Export Processing Zones Authority, a statutory body having its Head Office at No. 2, Zambezi Crescent, Cadastral Zone A, Off Aguiyi Ironsi Street, Maitama, Abuja, Federal Capital Territory.

WHEREAS:

- i. The Participating Agencies entered into an Agreement for the development of an Integrated Data Sharing Portal (IDSP) for the seamless exchange of data between them in order to support macroeconomic policymaking and implementation in Nigeria (hereafter referred to as the Contract).
- ii. The Participating Agencies acknowledge that in the performance of their obligations under the Contract, they may be exposed to confidential data/information belonging to each other.
- iii. The Participating Agencies are desirous of protecting from unauthorized disclosure/usage, confidential information that is shared through the IDSP.
- iv. The Participating Agencies, therefore, desire to establish the terms and conditions which shall govern access to, and usage of confidential information shared through the IDSP.
- v. Each of the Participating Agencies is "the Disclosing Party" when it discloses confidential information and "the Receiving Party" when it receives confidential information.

In consideration of the mutual promises and covenants contained in this Agreement, therefore, the Participating Agencies hereto agree as follows:

1. Definition of Confidential Information

1.1 For purposes of this Agreement, "Confidential Information" means any data or information, whether in tangible or intangible form, that is proprietary to the

Disclosing Party and that is not generally known to the public, and includes, but is not limited to the following:

- (i) Sensitive data of the Disclosing Party (e.g. Balance Sheets, Financial Statements, Customer data etc.), obtained or generated from the Disclosing Party either orally, in writing, or through electronic media;
- (ii) Any fact observable or deducible relating to the Agreement;
- (iii) Any fact observable or derivable from access to, or usage of any data belonging to the Disclosing Party;
- (iv) Any fact relating to security or security arrangement connected to the Disclosing Party, their officers or property of any kind;
- (v) Any information obtained from any person or material related to the Disclosing Party;
- (vi) Strategies, plans, financial information, or projections, operations, business plans and performance results relating to the past, present or future business activities of the Disclosing Party, its branches and affiliated persons, corporate or incorporate;
- (vii) Plans for products or services, and customer or supplier lists of the Disclosing Party;
- (viii) Any scientific or technical information, invention, design, process, procedure, formula improvement, technology or method obtained from the Disclosing Party;
- (ix) Any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets of the Disclosing Party; and
- (x) Any other information that should reasonably be recognized as confidential information of the Disclosing Party.

1.2 Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

1.3 Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:

- (i) Was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party;

(ii) Is or becomes publicly available through no fault of or failure to act on the part of the Receiving Party;

(iii) Is or has been independently developed by the Receiving Party, its employees, consultants or agents, without violation of the terms of this Agreement or reference or access to a Confidential Information.

2. Disclosure of Confidential Information.

2.1 The Disclosing party shall disclose or grant temporary access to relevant Confidential Information within the Terms of this Agreement to the Receiving Party during the performance of the Contract.

2.2 The Receiving Party shall:

(a) Limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the Participating Agencies to which this Agreement relates, and only for that purpose;

(b) Advise its Representatives of the proprietary and confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and require its Representatives to keep the Confidential Information strictly confidential;

(c) Keep all Confidential Information strictly confidential by using a reasonable degree of care, which shall not be less than the degree of care used by it in safeguarding its own confidential information; and

(d) Not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein).

2.3 The Receiving Party shall be liable for any breach of the terms of this Agreement by any of its Representatives.

3. Use of Confidential Information.

3.1 The Receiving Party agrees to use Confidential Information belonging to the Disclosing Party solely in connection with the current or contemplated purpose of the IDSP and not for any other purpose, except with the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder.

3.2 Title to the Confidential Information shall remain solely in the Disclosing Party and any modification(s) and improvement(s), thereof, by the Receiving Party shall be the sole property of the Disclosing Party.

4. Compelled Disclosure of Confidential Information.

4.1 Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, to the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to forestall/prevent such disclosure or make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information.

4.2 Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective Order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information shall be made without liability.

5. Term.

This Non-disclosure Agreement shall survive the termination of the Contract.

6. Penalty.

6.1 The Participating Agencies acknowledge that Confidential Information is of a unique and valuable character, and that the unauthorized dissemination of Confidential Information would destroy or diminish the value of such information. The injury to the Disclosing Party that would result from the unauthorized dissemination of its Confidential Information would be impossible to calculate. Therefore, the Participating Agencies, hereby, agree that the Disclosing Party shall be entitled to damages in addition to any other remedies available to the Disclosing Party, whether in law, in equity, or as specified herein.

6.2 The Disclosing Party shall be entitled to recover costs and fees, including attorneys' fees, incurred in obtaining any such remedies.

7. Return of Confidential Information.

7.1 The Receiving Party shall immediately return and redeliver to the Disclosing Party all tangible material embodying the Confidential Information provided

hereunder, and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information derived therefrom and all copies of any of the foregoing, including copies that have been converted to computerized media in the form of image, data or word processing files (either manually or by image capture) and in whatever form of storage or retrieval, upon the earlier of the following:

- (i) the completion or termination of the Contract;
- (ii) the termination of this Agreement; or
- (iii) the request of the Disclosing Party.

Provided, however, that the Receiving Party may retain so much of its documents embodying Confidential information as is necessary to enable it to comply with its document retention policies.

7.2 Alternatively, the Receiving Party, with the written consent of the Disclosing Party, may immediately destroy, or reasonably permanently erase, any of the aforesaid documents or materials embodying Confidential Information (apart from Notes, which may be destroyed at the Receiving Party's discretion) and, upon request, certify in writing such destruction or erasure under the supervision of an authorized officer of the Receiving Party.

8. Notice of Breach.

The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by the Receiving Party or its Representatives, and will cooperate with the Disclosing Party to regain possession of the Confidential Information and prevent its further unauthorized use.

9. Warranty

No warranties whatsoever are made by the Participating Agencies under this Agreement. The Receiving Party acknowledges that no representation or warranty as to the accuracy or completeness of the Confidential Information is made by the Disclosing Party.

10. Miscellaneous.

- i. This Agreement can only be modified by a written amendment signed by the Participating Agencies.

ii. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the Federal Republic of Nigeria.

iii. Any failure by any Participating Agency to enforce the strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

iv. Although the restrictions contained in this Agreement are considered by the Participating Agencies to be reasonable for the purpose of protecting Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot, however, be so modified, rewritten or interpreted to be enforceable in any respect, it shall not be given effect, and the remainder of the Agreement will be enforced as if such provision was never included.

v. Any notices or communications required or permitted to be given hereunder may be delivered by hand, electronic-mail, or registered mail, and in each case to the address of the Participating Agencies as first indicated above (or such other address as may be furnished by the Participating Agencies for the purpose of the provisions of this paragraph).

vi. All such notices or communications shall be deemed to have been given and received -

(a) in the case of personal delivery or electronic mail, on the date of such delivery; and

(b) in the case of delivery by registered mail, on the date which is five business days after which it was mailed, provided that if such day is not a Business Day, then the notice shall be deemed to have been given and received on the Business Day next following such day.

vii. This Agreement is personal in nature, and no Participating Agency shall directly or indirectly assign or transfer it without the prior written consent of the other Participating Agencies, which consent shall not be unreasonably withheld.

viii. All obligations contained in this Agreement shall extend to and be binding upon the Participating Agencies to this Agreement and their respective successors, representatives, assigns and designees.

ix. Paragraphs or headings used in this Agreement are for reference purposes only and shall not be used or relied upon in the interpretation of this Agreement.

11 Dispute Resolution

Save as otherwise provided for in this Agreement, the Participating Agencies hereby agree that any dispute, controversy, or claim arising out of, or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be settled between the Participating Agencies by negotiation and if settlement is not reached, the dispute shall be referred to the IDSP Secretariat for possible settlement and resolution.

IN WITNESS WHEREOF, the Participating Agencies hereto, through their authorized representatives, append their signatures on the date first above written.

Approvers Page

List of Participating Agencies

1. Central Bank of Nigeria
2. Securities and Exchange Commission
3. Debt Management Office
4. Federal Inland Revenue Service
5. Nigeria Customs Service
6. Oil and Gas Free Zones Authority
7. Nigerian Upstream Petroleum Regulatory Commission
8. Nigerian Midstream and Downstream Petroleum Regulatory Authority
9. National Bureau of Statistics
10. Nigeria Export Processing Zones Authority
11. Corporate Affairs Commission
12. Federal Ministry of Education
13. Nigeria Deposit Insurance Corporation
14. Nigeria Meteorological Agency
15. National Pension Commission
16. Nigeria Exchange Group
17. Federal Ministry of Finance, Budget, and National Planning
18. National Insurance Commission