

OGZ VENTURES LTD

Visitor / Investor Non-Disclosure and Non-Circumvention Agreement

1. Parties

This Agreement is made on [Date] between:

OGZ Ventures Ltd,

7th Floor, St. Nicholas House, Catholic Mission Street, Lagos
Island, Lagos, Nigeria

(the “Disclosing Party”)

and

The Visitor / Investor, identified below (the “Receiving Party”).

(OGZ Ventures Ltd and the Receiving Party are collectively referred to as “the Parties.”)

2. Purpose

The Parties wish to engage in preliminary discussions and exchange certain confidential information relating to investment opportunities, partnerships, or advisory mandates (the “Purpose”).

3. Definition of Confidential Information

“Confidential Information” includes all documents, data, analyses, proposals, and any other material, whether written, oral, or electronic, disclosed by OGZ Ventures Ltd in connection with the Purpose.

4. Obligations of Confidentiality

The Receiving Party agrees to:

- a) Keep all Confidential Information strictly confidential and not disclose it to any third party without prior written consent from OGZ Ventures Ltd.
- b) Use the Confidential Information exclusively for the Purpose and not for competitive or personal advantage.
- c) Restrict access to Confidential Information only to its authorised representatives bound by similar confidentiality obligations.
- d) Exercise reasonable care (not less than it uses for its own confidential information) to prevent unauthorised use or disclosure.

5. Non-Circumvention

The Receiving Party hereby undertakes not to directly or indirectly circumvent, bypass, or attempt to deal with any client, investor, lender, supplier, or strategic partner introduced, referred, or otherwise made known by OGZ Ventures Ltd, without the express written consent of OGZ Ventures Ltd.

This includes, but is not limited to:

- Entering into any transaction or agreement with such parties without OGZ Ventures Ltd's participation or written approval;
- Using the Confidential Information or introductions to negotiate or benefit from any transaction independently;
- Assisting any third party to do the same.

This clause remains binding for three (3) years from the date of this Agreement and survives termination.

6. Exclusions

These obligations do not apply to information that:

- a) Becomes public other than through a breach of this Agreement;
- b) Was lawfully obtained by the Receiving Party before disclosure;
- c) Is independently developed without use of OGZ Ventures' materials; or
- d) Must be disclosed by law or regulatory order (with written notice to OGZ Ventures Ltd).

7. Ownership

All Confidential Information and introductions remain the exclusive property of OGZ Ventures Ltd.

No licence or right is granted by this Agreement other than to evaluate the Purpose.

8. Term

This Agreement shall remain effective for two (2) years from the date of signature, with the Non-Circumvention obligations surviving for three (3) years beyond that period.

9. Governing Law & Jurisdiction

This Agreement shall be governed by and construed under the laws of the Federal Republic of Nigeria.

Where applicable for cross-border transactions, the Parties may mutually agree to the jurisdiction of the courts of England and Wales.

10. Acknowledgment

By signing or submitting this Agreement, the Receiving Party confirms that it has read, understood, and agreed to all terms herein and is duly authorised to act on behalf of itself or its organisation.

Visitor / Investor Details

Full Name: _____

Company / Organisation: _____

Email Address:

Phone Number:

Country:

Purpose of Request: ☐ Investor Access ☐ Partnership
Discussion ☐ Due Diligence

Signature (typed or digital):

Date: _____