

## **PROPRIETARY INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT**

In consideration of my employment or continued employment in Estate Intel Limited (the "Company") and the compensation, privileges and options offered to me now and during my engagement with the Company, I agree to the terms of this Proprietary Information and Inventions Assignment Agreement ("Agreement").

### **1. CONFIDENTIAL INFORMATION PROTECTIONS.**

**1.1 Confidential Information.** The term "Confidential Information" shall mean any and all (a) confidential knowledge, data or information related to the Company's business or its actual or anticipated research or development, including without limitation (i) trade secrets, inventions, ideas, processes, technology, data, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (ii) information regarding products, services, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, competitors, suppliers, and customers; (iii) information regarding the personal data, skills and/or remuneration and/or fees of the Company's employees, contractors, and any other service providers of the Company; (iv) the existence of any business discussions, negotiations, or agreements between the Company and any third party, and (v) any other confidential information of the Company; and (b) any confidential knowledge, data or information of a third party that the Company is under a duty to keep confidential.

**1.2 Restrictions on Use and Disclosure.** I will (a) hold in confidence and will not disclose, lecture upon, or publish any Confidential Information except (i) to the extent necessary to enable me to perform my assigned duties for the Company, (ii) only as expressly authorized in writing by an authorized Partner of the Company, and (iii) in compliance with any applicable Company policy, and (b) use Confidential Information only to the extent necessary to enable me to perform my assigned duties for Company. The obligations of confidentiality set out in this Agreement shall apply, (i) with respect to Confidential Information that constitutes a trade secret of the Company or of any third party, at all times during my engagement and at all times thereafter so long as such information remains a trade secret, and (ii) with respect to Confidential Information that does not constitute a trade secret of the Company, at all times during my engagement and for a period of three (3) years thereafter. Notwithstanding anything in Section 1, with respect to any Confidential Information of a third party for which the Company is subject to further restrictions on use and non-disclosure (including a longer non-disclosure period), I agree to abide by such additional restrictions (including any such longer non-disclosure period). In addition to the foregoing, I agree that during the term of my engagement, I will not remove from the Company's business premises (or reproduce) any documents, records, or materials (whether in electronic or hard copy form) which contain or embody any Confidential Information, except to the extent such removal (and reproduction) is appropriate for, and directly in connection with, the performance by me of my assigned duties for the Company, and in the event of such permitted removal (or reproduction), I shall take all reasonable steps to safeguard such documents, records and/or materials.

**1.3 Recognition of Company's Rights in Confidential Information.** I acknowledge and agree that the Company, its licensors and suppliers own all right, title, and interest in and to all Confidential Information and all Intellectual Property Rights (as defined in Section 2.1(f) below) therein. I hereby assign to the Company, without further consideration, perpetually and on a world-wide basis, any rights I may have or acquire in any and all Confidential Information and

recognize that all such Confidential Information shall be the sole and exclusive property of the Company and its assigns.

### **2. INTELLECTUAL PROPERTY AND INVENTIONS.**

**2.1 Certain Definitions.** As used in this Agreement, the following terms shall have the following definitions.

- (a) "Invention" means any idea, concept, information, invention, material, process, data, know-how, improvement, discovery, development, design, artwork, works of authorship, derivative work, compilation or other copyrightable work, and/or technique, and all Intellectual Property Rights in any of the items listed above.
- (b) "Prior Invention" means any Invention that (i) I have, or I have caused to be, alone or jointly with others, made, created, conceived, developed, or reduced to practice prior to the commencement of my engagement with the Company, and (ii) in which I have an ownership interest or which I have a right to license, in each case obtained prior to the commencement of my engagement with the Company.
- (c) "Company" means Estate Intel Limited, and the respective companies, subsidiaries and affiliated companies.
- (d) "Company Invention" means any and all Inventions made, created, conceived, developed, reduced to practice, or learned by me either alone or with others: in the course of my engagement with the Company; and/or during the period of my engagement with the Company which relate to the actual or anticipated research, product or development of the Company; and/or using any of the Company's time, resources and materials.
- (e) "Company Material" means any Invention or product or service in which the Company has or purports to have, any right, title or interest.
- (f) "Intellectual Property Rights" means all past, present, and future rights of the following types, which may exist or be created under the laws of Nigeria: (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights, design rights, and moral rights; (ii) trademark, service marks and trade name rights and similar rights; (iii) trade secret rights; (iv) patent and industrial property rights; (v) other proprietary rights in intellectual property of every kind and nature; and (vi) rights in or relating to applications, registrations, renewals, extensions, combinations, divisions, amendments and reissues of, and applications for, any of the rights referred to in clauses (i) through (v) of this sentence.
- (g) "PIIA" means this Proprietary Information and Inventions Assignment Agreement.

### **2.2 Inventions.**

(a) I will not, without Company's prior written consent (such consent by an authorized director of the Company acknowledging expressly my PIIA and its date), incorporate, or permit to be incorporated, any Prior Invention, any Invention which is not a Company Invention ("non-Company Invention") or any third-party Invention into any Company Material or Company Invention. If, in the course of my employment with Company, I incorporate, or permit to be incorporated, a Prior Invention or a non-Company Invention into any Company Material or Company Invention, or I create or develop, or

permit to be created or developed, any Company Invention or Company Material that infringes or could be deemed to infringe a Prior Invention or a non-Company Invention, I unconditionally grant to Company a nonexclusive, perpetual, irrevocable, worldwide, fully-paid license, with the right to sublicense through multiple levels of sublicensees, any and all rights (i) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the applicable Prior Invention or non-Company Invention in any medium or format, whether now known or hereafter discovered, (ii) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from, in whole or in part, the applicable Prior Invention or non-Company Invention, and (iii) to exercise any and all other present or future rights in the applicable Prior Invention or non-Company Invention.

**(b) Assignment of Company Inventions.** I hereby assign to Company, without further consideration, perpetually and on a world-wide basis, all my right, title, and interest in and to each Company Invention.

**(i) Waiver of Rights.** If any Intellectual Property Rights, including moral rights, in any Company Invention cannot (as a matter of law) be assigned by me to Company then (A) I unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against Company, or any of their respective licensees, successors or assigns with respect to such rights, and (B) to the extent I cannot (as a matter of law) make such waiver, I unconditionally grant to the Company an exclusive, perpetual, irrevocable, worldwide, fully-paid-up, royalty-free license, with the right to sublicense through multiple levels of sublicensees, under any and all such rights (1) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the applicable Invention in any medium or format, whether now known or hereafter discovered, (2) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the applicable Invention, and (3) to exercise any and all other present or future rights (including rights to protect and enforce) in the applicable Invention.

**(ii) Enforcement of Rights; Assistance.** During and after the period of my employment, I will assist the Company in every proper way to obtain and enforce Intellectual Property Rights relating to any Company Invention in all countries. If Company is unable to secure my signature on any document needed in connection with such purposes, I hereby irrevocably designate and appoint Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act on my behalf to execute and file any such documents and to do all other lawfully permitted acts to further such purposes with the same legal force and effect as if executed by me.

### **2.3 Obligation to Keep Company Informed.**

During the period of my employment and upon termination of employment, I will promptly and fully disclose to Company in writing (a) all Inventions authored, conceived, or reduced to practice by me, either alone or with others, including any that might be a non-Company Invention, and (b) all patent applications filed by me or in which I am named as an inventor or co-inventor.

**3. RECORDS.** I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that is required by the Company) of all Company Inventions, which records shall be available to, and remain the sole property of, the Company at all times.

## **4. ADDITIONAL ACTIVITIES.**

**4.1 Certain Restrictions.** I agree that (a) during the term of my employment by Company, I will not, without the Company's express written consent, engage in any employment or business activity that is competitive with, or would otherwise conflict with my employment by, Company, and (b) for the period of my employment by Company and for one (1) year thereafter, I will not, either directly or indirectly, solicit, attempt to solicit, or assist in the solicitation of any employee, independent contractor, or consultant of Company for whom I had managerial responsibility, to whom I reported, with whom I participated on Company teams or projects, or about whom I gained confidential salary or performance information, to terminate his, her or its relationship with Company in order to become an employee, consultant, or independent contractor for any other person or entity that engages in the manufacture, sale or distribution of products and/or services that are competitive with any current or announced product and/or service of the Company.

### **4.2 No Improper Use of Information of Prior Employers and Others.**

I represent that my employment by Company does not and will not breach any agreement with any former employer or other third party, including any non-compete agreement or any agreement to keep in confidence or refrain from using information acquired by me prior to my employment by Company. I further represent that I have not entered into, and will not enter into, any agreement, either written or oral, in conflict with my obligations under this Agreement. During my employment by Company, I will not make use of, or disclose, any information or trade secrets of any former employer or other third party, nor will I bring onto the premises of Company or use any unpublished documents or any property belonging to any former employer or other third party, in violation of any lawful agreements with, or other obligation to, that former employer or third party. I will use in the performance of my duties only information that is generally known and used by persons with training and experience comparable to my own, is common knowledge in the industry or otherwise legally in the public domain, or is otherwise obtained, provided or developed by Company.

**4.3 Certain Prohibited Software Code.** I agree that I will not incorporate into any Company Material or otherwise make any use in the course of my responsibilities for Company, any software code licensed under the GNU General Public License or Lesser General Public License or any other license (collectively "OS Licenses") that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by the Company, unless expressly approved by the legal department and the applicable director of the Company through the appropriate approval process. I agree that I will not make, offer or purport to make available to any third party any Company Invention under or pursuant to any OS License without securing the approvals and complying with the policies described in the preceding sentence.

**5. RETURN OF COMPANY PROPERTY.** Upon termination of my employment or upon Company's request at any other time, I will deliver to Company all of its property, equipment, and documents, together with all copies (whether in electronic or hard copy) thereof, and any other material containing or disclosing any Company Invention or Confidential Information and certify in writing that I have fully complied with the foregoing obligation. During the term of my employment, I will take steps to protect any Confidential Information and/or other data related to the Company on my Company-issued computer and other equipment. In addition, if I have used any personal computer or other device, server, or e-mail system to receive, store, review, prepare or transmit any information about the Company, including but not limited to, Confidential Information, I agree to provide the Company with a computer-useable copy of all

Confidential Information and then permanently delete and expunge all Confidential Information from those systems; and I agree to provide the Company access to my system as reasonably requested to verify that the necessary copying and/or deletion is completed. I further agree that any property situated on Company's premises is subject to inspection by Company's personnel at any time with or without further notice or consent. Prior to the termination of my employment or promptly after termination of my employment, I will cooperate with Company in attending an exit interview and certify in writing that I have complied with the requirements of this section.

**6. NOTIFICATION OF NEW EMPLOYER.** I hereby authorize the Company to notify third parties, including without limitation, customers and former, actual or potential employers, of the terms of this Agreement and my obligations hereunder, by providing a copy of this Agreement or otherwise.

**7. GENERAL PROVISIONS.**

**7.1 No Limits.** The Intellectual Property Rights and other rights assigned to Company by me under this Agreement shall remain valid and subsisting in perpetuity and on a worldwide basis, and shall not lapse, even if Company does not exercise those rights within any statutory period of time that may be prescribed by law, rule or regulation, and it shall be irrefutably presumed that Company has exercised the copyright rights assigned to it as of the time that each and every such copyright comes into existence.

**7.2 Governing Law and Venue.** This Agreement and any action related thereto will be governed and interpreted by and under the laws of Nigeria.

**7.3 Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

**7.4 Transfer.** I acknowledge and agree that if my employment with the Company terminates and I am immediately employed by another affiliate or subsidiary of the Company, then unless that other subsidiary or affiliate and I enter into a separate agreement in relation to the subject matter of this Agreement, this Agreement will continue to apply to my employment with the other subsidiary or affiliate. In this case, the other subsidiary or affiliate will be deemed to be substituted for Company in this Agreement and notwithstanding the termination of my employment with Company, any obligations expressed to arise after the termination of my employment with Company will not become effective until after the termination of my employment with the other subsidiary or affiliate (however, this will not have the effect of postponing the date upon which my employment with the Company terminated for the purposes of this Agreement or otherwise). I agree to execute any and all documents as may be required to give effect to this provision.

**7.5 Survival.** This Agreement shall survive the termination of my employment and the assignment of this Agreement by Company to any successor or other assignee and be binding upon me. I acknowledge and agree that the Company shall have the right to assign this Agreement, in whole or in part, in Company's sole discretion.

**7.6 Notices.** Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party by courier, electronic mail, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. All such notices and communications to Company will be addressed to Estate Intel Limited,

to the attention of Human Resources, 7a Olushola Agbaje Street, Lekki Phase 1, Lagos State; all such notices and communications to me will be sent to the address which the Company has on file for me in its employment records. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt. If delivered by electronic mail, notice will be considered to have been given twenty-four (24) hours after transmission, as evidenced by email timestamps. Each party may change its address for receipt of notice by giving notice of the change to the other party.

**7.7 Injunctive Relief.** I acknowledge that, because my services are personal and unique and because I will have access to Confidential Information, any breach of this Agreement by me could cause irreparable injury to Company for which monetary damages would not be an adequate remedy and, therefore, will entitle Company to injunctive relief (including specific performance). The rights and remedies provided to each party in this Agreement are cumulative and in addition to any other rights and remedies available to such party at law or in equity.

**7.8 Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of that provision or any other provision on any other occasion.

**7.9 Entire Agreement.** This Agreement and my offer letter are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior communications between us with respect to such matters. I understand and acknowledge that, except as set forth in this Agreement and in the offer letter from Company to me, (a) no other representation or inducement has been made to me in connection with my employment with Company, and (b) I have relied on my own judgment and investigation in accepting my employment with Company. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by me and an authorized Head of Company's HR department. Any subsequent change or changes in my duties, job title, position, benefits, salary, or other compensation will not affect the validity or scope of this Agreement.

This Agreement shall be effective as of the earlier date of signature below or the first day of my employment with the Company.

**EMPLOYEE:**

**I HAVE READ, UNDERSTAND, AND ACCEPT THIS AGREEMENT AND HAVE BEEN GIVEN THE OPPORTUNITY TO REVIEW IT WITH INDEPENDENT LEGAL COUNSEL.**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Acknowledged and agreed by the Company:

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP OWNED BY THE EMPLOYEE PURSUANT TO SECTION 2(3)**

The following is a list of (i) all Inventions that, as of the Effective Date: (A) have been created by me or on my behalf, and/or (B) are owned exclusively by me or jointly by me with others or in which I have an interest, and that relate in any way to any of the Company's actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company hereunder and (ii) all agreements, if any, with a current or former client, employer, or any other person or entity, that may restrict my ability to accept employment with the Company or my ability to recruit or engage customers or service providers on behalf of the Company, or otherwise relate to or restrict my ability to perform my duties for the Company or any obligation I may have to the Company:

<u>Title</u>	<u>Date</u>	<b>Identifying Number or Brief Description</b>
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Except as indicated above on this Exhibit, I have no inventions, improvements or original works to disclose pursuant to Section 2(3) of this Agreement.

\_\_\_ Additional sheets attached

Signature of Employee: \_\_\_\_\_

Print Name of Employee: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**

**TERMINATION CERTIFICATION**

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, flow charts, materials, equipment, other documents or property, or copies or reproductions of any aforementioned items belonging to Estate Intel Limited, its subsidiaries, affiliates, successors or assigns (collectively, the "Company").

I further certify that I have complied with all the terms of the Company's Proprietary Information And Inventions Assignment Agreement (the "Confidentiality Agreement") signed by me, including the reporting of any Inventions (as defined therein), conceived or made by me (solely or jointly with others) covered by the Confidentiality Agreement, and I acknowledge my continuing obligations under the Confidentiality Agreement.

I further agree that, in compliance with the Confidentiality Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I further agree that for twelve (12) months immediately following the termination of my relationship with the Company, I shall not either directly or indirectly solicit any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit employees or consultants of the Company, either for myself or for any other person or entity.

Further, I agree that I shall not use any Confidential Information of the Company to influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

**Date:** \_\_\_\_\_

**EMPLOYEE:**

\_\_\_\_\_  
(Print Employee's Name)

\_\_\_\_\_  
(Signature)