



NIGERIAN SAFETY INVESTIGATION BUREAU

NON-DISCLOSURE/CONFIDENTIALITY CODE/AGREEMENT- (POLICY Number 5.2)

THIS AGREEMENT is made and entered into between NIGERIAN SAFETY INVESTIGATION BUREAU and the undersigned Staff. NIGERIAN SAFETY INVESTIGATION BUREAU is an agency under the Federal Ministry of Aviation charged with the responsibility to investigate any civil aircraft accident and serious incidents arising out of, or in the course of air navigation and occurring either in or over Nigeria, or occurring to Nigerian aircraft elsewhere (hereinafter referred to as "NSIB" and the staff signing this Agreement hereinafter referred to as "Staff").

WHEREAS, NSIB employs Staff in a position of trust and confidence to work at NSIB;

WHEREAS, NSIB desires to receive from Staff an agreement not to disclose certain information relating to NSIB's operations, and the aforesaid employment and continued employment of Staff is conditioned upon NSIB receiving such agreement; and

WHEREAS, NSIB and Staff desire to set forth in writing the terms and conditions of this Agreement and understanding.

NOW THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Treatment of Information

NSIB and Staff mutually agree and acknowledge that NSIB will entrust Staff with highly sensitive, confidential, restricted, and proprietary information concerning various Trade Secrets (as hereinafter defined), Business Opportunities (as hereinafter defined), marketing/development plans and strategies, pricing strategies, financial information and personnel matters. The Staff acknowledges that he or she will bear a fiduciary responsibility to NSIB to protect such information from use or disclosure that is not necessary for performance of his or her duties hereunder, as an essential incident of his or her employment and/or continued employment with NSIB.

The Staff acknowledges that, in and as a result of Staff's employment by NSIB, Staff shall or may be making use of, acquiring and adding to confidential information of a special and unique nature and value relating to such matters as NSIB's systems, accident and incidence investigations, devices, programs (including, without limitation, NSIB's computer software programs), procedures, manuals, confidential reports and communications and clients. The Staff further acknowledges that any information and materials received by NSIB from third parties in confidence (or subject to nondisclosure or similar covenants) shall be deemed to be and shall be confidential information within the meaning of this Agreement.

As a material inducement to NSIB to employ and to continue to employ the Staff and to pay to the Staff compensation for such services to be rendered to NSIB by Staff, Staff covenants and agrees that Staff shall not, except with the prior written consent of NSIB or except if Staff is acting as a Staff of NSIB solely for the benefit of NSIB in connection with NSIB's operations in accordance with NSIB's operational practices and Staff policies, at any time during or following the term of Staff's employment

by NSIB, directly or indirectly, disclose, divulge, reveal, report, publish, transfer or use, for any purpose whatsoever, any of such information which has been obtained by or disclosed to Staff as a result of Staff's employment by NSIB, including any of the confidential information referred to in Section 2 hereof. Upon termination of employment, Staff agrees to return to NSIB all property or materials within Staff's possession or control which belong to NSIB or which contain confidential information.

2. Confidential Information

A. Definition of Confidential Information

For the purposes of this Agreement, the term "confidential information" shall mean all of the information which is referred to in item 1 hereof and all of the following materials and information (whether or not reduced to writing and whether or not patentable or protected by copyright) which Staff receives, receives access to, conceives or develops or has received, received access to, conceived or developed, in whole or in part, directly or indirectly, in connection with Staff's employment with NSIB or in the course of Staff's employment with NSIB, in any capacity, or through the use of any of NSIB's facilities or resources.

"Confidential information" will include any data, material, and/or information, other than Trade Secrets, that is owned by or used by NSIB, its clients and/or its partners, to the extent that such information is of value to NSIB and is not generally known by the public; any information pertaining to the identity of any of NSIB's clients, partners, or suppliers; information held by NSIB under an obligation of confidentiality; NSIB's financial statements, data and projections; and the special products and services NSIB may offer or provide from time to time to its clients and partners including reports of accidents and incidence investigations.

"Confidential information" will include all data, devices, documents, techniques, processes and information, including, without limitation, protocols and other documents in whatever form, disclosed to NSIB in connection with research or testing, education, technical assistance or accidents and incidence investigations.

"Confidential information" will include all data, devices, documents, techniques, processes and information including, without limitation, protocols and other documents in whatever form, developed or utilized by NSIB in connection with other research or testing, education, technical assistance or service delivery, managed or conducted by NSIB.

"Confidential information" will include any other materials or information related to the operations or activity of NSIB which are not generally known to others engaged in similar operations or activity, as well as all ideas which are derived from or relate to NSIB's access to or knowledge of any of the above enumerated materials and information.

For purposes of this Agreement, the term "confidential information" shall not include information which is or becomes publicly available without breach of (i) this Agreement, (ii) any other agreement or instrument to which NSIB is a party or a beneficiary or (iii) any duty owed to NSIB by Staff or any third party; provided however, that Staff hereby acknowledges and agrees that, if Staff shall seek to disclose, divulge, reveal, report, publish, transfer or use, for any purpose whatsoever, any confidential information, Staff shall bear the burden of proving that any such information shall have become publicly available without any such breach.

B. Definition of Trade Secrets

For the purposes of this Agreement, "Trade Secrets" will mean any specialized information or data relating to the procurement of contracts by NSIB; accidents and incidence investigation report, the

development/marketing and business strategies or plans of NSIB; proprietary research, techniques and/or computer software; and terms of contracts with suppliers, Staffs, sponsors, and clients of NSIB that are of value and are not generally known to the peers and competitors of NSIB, and that are treated as confidential by NSIB.

C. Identification of Confidential Information

Failure to identify any of the confidential information as "confidential", "proprietary" and/or "protected information" shall not affect its status as part of the confidential information under the terms of this Agreement.

3. Personal Skills and Know-How

This Staff Nondisclosure Agreement will not prohibit Staff from utilizing personal skills and know-how developed by him or her as a Staff of NSIB, provided that (1) he or she does not use Trade Secrets or Confidential Information proprietary of NSIB in connection therewith; and (2) he or she does not violate any of the terms of this Agreement.

4. Term of Agreement

This Agreement shall expire three (3) years after the date Staff ceases to be employed by NSIB.

IN WITNESS WHEREOF, NSIB and Staff have duly executed this Agreement as of the day and year set forth below.

HR Manager: _____

STAFF SIGNATURE:

I am fully aware of the foregoing code of NSIB and agree to uphold the code. IN WITNESS WHEREOF, NSIB and Staff have duly executed this Agreement as of the day and year set forth below:

Signature of Staff WIS

Name of Staff AKHARIA, WISDOM OSEGHHA

Job Title of Staff ACCOUNT

Date 4/19/2023