

# **MEMORANDUM OF UNDERSTANDING AND NCNDA**

IN RESPECT OF BUSINESS VENTURES ON EXPLORATION ON MINING OF GOLD AND DIAMOND / EXPLORING OIL AND GAS INCLUDING OTHER BUSINESS TRANSACTION INVOLVEMENT BOTH IN LIBERIA, NIGERIA AND GLOBALLY

PROJECT LOCATION: LIBERIA, NIGERIA E.T.C

PROJECT OWNER (AS REPRESENTED BY REVERNED AYUBA MARAYA YOHANNA)

PROJECT PARTNER I (AS REPRESENTED BY PASTOR MICHAEL. O. AYELABOLA)

PROJECT PARTNER II (AS REPRESENTED BY PASTOR CORNELIUS OGUNLEKE)

NEWBOLT NIGERIA LIMITED (AS REPRESENTED BY CHIEF WASIU OLUSEGUN KAZEEM)

INVESTORS/PROJECT FUNDER LOCATOR (AS REPRESENTED BY

INVESTOR/PROJECT FUNDER SEARCH (AS PERREPRESENTED BY

WHEREAS the undersigned wish to enter into the Agreement to define certain parameters of the legal obligations, are bound by a duty of Confidentiality with respect to their sources, including all introductions made and contacts. This duty is in accordance with the international chamber of commerce.

WHEREAS the undersigned desire to enter a working business relationship to the mutual and common benefit of the parties hereto, the business relationship extends to and including their subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (hereinafter referred to as "Affiliates").

NOW THEREFORE in consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the receipts of which is acknowledged hereby, the parties hereby agree as follows:

## **TERMS AND CONDITIONS**

A. The parties will not in any manner solicit, nor accept any business in any manner from sources or their affiliates, which sources were made available through this agreement, without the express permission of the party who made available the source (See Annex

1). Each project to be developed jointly by the parties must be included into this agreement by means of a data box describing the project, its main characteristics and identifying the sources that should be affected by this agreement.

B. The parties will maintain complete confidentiality regarding each other business sources and/or their Affiliates and will disclose such business sources only to the named parties pursuant to the express written permission of this party who made available the source, and,

C. That in any of the transactions the parties are desirous of entering into and do, to the best of their abilities they will assure the other that the transaction codes established will not be affected.

D. That they will not disclose names, addresses, e-mail address, telephone and facsimile or telex numbers to any contacts by either party to third parties and their affiliates, and that they each recognize such contracts as the exclusive property of the respective parties and they will not enter into any direct negotiations or transactions with such contracts revealed by the other party and

E. That in cases of projects introduced by either party, where other party needs to work through its affiliates, Joint ventures, strategic alliances or partners, then email and other forms of communications to be three ways, or as many ways necessary to enable updates of all parties involved as events develop or unfold so as to keep all parties involved, in all cases project owners must be updated by its introducing party at all times.

F. That they further undertake not to enter into business transaction with companies or individuals, the names of which have been provided by one of the Parties to this agreement, unless written permission has been obtained from the other party/parties to do so.

G. The parties also undertake not to make use of a third party to circumvent this clause.

H. This Agreement shall be binding upon all undersigned Parties and their Affiliates. Each Party shall take reasonable steps to ensure that their Employees, Agents,

Representatives, Officers and other third Parties abide by the provisions of this Agreement.

I. This Agreement is valid for any and all communications, business relationships, and transaction between the parties herein included in the Annex 1, and shall be governed by the enforceable law in Swaziland.

J. The signing parties hereby accept such selected jurisdiction as the exclusive venue. The duration of the Agreement shall perpetuate for five (5) years from last date of signing.

K. Signatures on this Agreement received by the way of Facsimile, Mail and/or E-mail shall be an executed contract. This agreement is enforceable and admissible for all purposes.

L. All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials and signature that they have full and complete authority to execute the document for and in the name of the party for which they have given their signature.

**ACCEPTED AND AGREED WITHOUT CHANGE**

**NO CIRCUMVENTION AND NO DISCLOSURE AGREEMENT**

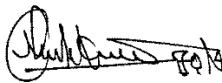
**PARTY 1**

|  |   |
|--|---|
| <b>NAME:</b>                           | <b>REVERNED AYUBA MARAYA YOHANNA</b>  |
| <b>ADDRESS:</b>                        | <b>JEREMIAH OSENI ROAD, OPP GENERAL HOSPITAL, GWAGWALADA, FCT ABUJA</b>           |
| <b>EMAIL:</b>                          | <b><a href="mailto:ayubayohanna20@gmail.com">ayubayohanna20@gmail.com</a></b>     |
| <b>PHONE #:</b>                        | <b>+231776251556/07035328561</b>  |
| <b>PASSPORT #:</b>                     | <b>A12882550</b>  |
| <b>PLACE &amp; DATE OF ISSUE:</b>      | <b>GALLAH 01-12-2022</b>  |
| <b>SIGNATURE &amp; CORPORATE SEAL:</b> |  |
| <b>Validity up to:</b>                 |   |

**PARTY 2**

|  |   |
|--|---|
| <b>NAME:</b>                           | <b>PASTOR MICHAEL O. AYELABOLA</b>  |
| <b>ADDRESS:</b>                        | <b>PLOT 7A KOLAPO ISHOLA GRA, BLOCK 2 PHASE 2, IBADAN, OYO STATE</b>                  |
| <b>EMAIL:</b>                          | <b><a href="mailto:olufemibabatope524@gmail.com">olufemibabatope524@gmail.com</a></b> |
| <b>PHONE #:</b>                        | <b>+234 814 315 6863</b>  |
| <b>PASSPORT #:</b>                     | <b>B51494049</b>  |
| <b>PLACE &amp; DATE OF ISSUE:</b>      | <b>IBADAN 24 -03 - 2025</b>   |
| <b>SIGNATURE &amp; CORPORATE SEAL:</b> |    |
| <b>Validity up to:</b>                 |   |

**PARTY 3**

|  |   |
|--|---|
| <b>NAME:</b>                           | <b>PASTOR CORNELIUS OGUNLEKE</b>  |
| <b>ADDRESS:</b>                        | <b>NO 51 BEHIND HOT POINT HOTEL,<br/>MONIYA IBADAN.</b>                             |
| <b>EMAIL:</b>                          | <b><a href="mailto:bolacornelius2015@gmail.com">bolacornelius2015@gmail.com</a></b> |
| <b>PHONE #:</b>                        | <b>08054060503</b>  |
| <b>PASSPORT #:</b>                     | <b>A12186955</b>  |
| <b>PLACE &amp; DATE OF ISSUE:</b>      | <b>IBADAN 08 – 11 - 2021</b>  |
| <b>SIGNATURE &amp; CORPORATE SEAL:</b> |    |
| <b>Validity up to:</b>                 |   |

**PARTY 4**

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| <b>COMPANY:</b>                        | <b>NEWBOLT NIGERIA LIMITED</b>   |
| <b>OFFICE'S NAME:</b>                  | <b>WASIU OLUSEGUN KAZEEM</b>   |
| <b>POSITION:</b>                       | <b>MANAGING DIRECTOR</b>   |
| <b>ADDRESS:</b>                        | <b>316, LAGOS Road, MAJIDUN – OGOLONTO, IKORODU LAGOS STATE NIGERIA</b>  |
| <b>EMAIL:</b>                          | <b><a href="http://newboltglobal.com">newboltglobal.com</a> / <a href="mailto:newboltnigerialimited@gmail.com">newboltnigerialimited@gmail.com</a></b> |
| <b>PHONE #:</b>                        | <b>+234 8057229988</b>   |
| <b>PASSPORT #:</b>                     | <b>B51233076</b>   |
| <b>PLACE &amp; DATE OF ISSUE:</b>      | <b>29 – 08 – 2024 IGBOGBO, LAGOS</b>   |
| <b>SIGNATURE &amp; CORPORATE SEAL:</b> |    |
| <b>Validity up to:</b>                 |  |

**PARTY 5**

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| <b>NAME:</b>                           |  |
| <b>ADDRESS:</b>                        |  |
| <b>EMAIL:</b>                          |  |
| <b>PHONE #:</b>                        |  |
| <b>PASSPORT #:</b>                     |  |
| <b>PLACE &amp; DATE OF ISSUE:</b>      |  |
| <b>SIGNATURE &amp; CORPORATE SEAL:</b> |  |
| Validity up to:                        |  |

**PARTY 6**

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| <b>NAME:</b>                           |  |
| <b>ADDRESS:</b>                        |  |
| <b>EMAIL:</b>                          |  |
| <b>PHONE #:</b>                        |  |
| <b>PASSPORT #:</b>                     |  |
| <b>PLACE &amp; DATE OF ISSUE:</b>      |  |
| <b>SIGNATURE &amp; CORPORATE SEAL:</b> |  |
| Validity up to:                        |  |