



## Confidentiality and Non-Disclosure Agreement

This is an agreement between Sardonyx Modern Systems from New Market, Canada ("The Manufacturer") and

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Partner Name and Address

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("The Partner"), in which the Manufacturer supplies the Partner with confidential Information and the Partner, agrees not to disclose the information to 3<sup>RD</sup> Parties.

- 1- The Partner will treat all software and documentation (Media , Manuals, ...) as confidential information in accordance with the Manufacturer's license agreements and the international laws governing intellectual property and industrial property rights.
- 2- The Partner will treat as confidential information all business and technical correspondences with the Manufacturer (including electronic mail)
- 3- The Partner will take extra care and all necessary security measures to prevent unauthorized access to the most sensitive confidential information, such as:
  - a. All information clearly marked by the Manufacturer as "confidential"
  - b. All pricing and discounts information
  - c. All technical information describing the internal hardware and software structures, components, procedures, data formats and communication protocols, interfaces tools and development details.

Security measures will include locking of items when not in use, destroying of items which are not needed any more, using of adequate physical and computer access security measures (password authentication) and similar.

- 4- The Partner will not disclose any of the confidential information to 3<sup>RD</sup> parties without the written explicit permission from the Manufacturer.
- 5- The Partner will take all reasonable measures to prevent the confidential information from being copied, distributed or disassembled within the Partner organization in anyway, without legitimate purpose and without authorization.
- 6- The Partner will take all reasonable measures to prevent the confidential information from leaving the company premises, from being publicly revealed or from being used in any way outside the Partner organization.
- 7- The agreement is effective for each particular information item 5 years after it has been received by the Partner.
- 8- The Partner will take all reasonable measures to assure the confidentiality of its employees and associates after they leave the Partner organization. For Example, the Partner might require signing of individual confidentiality agreements from all employees having access to confidential information.



شركة ساردونكس للنظم الحديثة  
**SARDONYX MODERN SYSTEMS**

*Complete Enterprise Management Solutions*

- 9- This agreement does not apply to the information which is generally available to the public unless the information was made available to the public through the infringement of this agreement.
- 10- In no case will liability of the Partner according to this agreement exceed EUR 40,000 (Forty Thousands Euro)

**Date**

**Signed, Stamped**

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General Manager Name, stamp and signature