# OpenAudit

# DATA CONFIDENTIALITY AGREEMENT

This Data Confidentiality Agreement ("Agreement") is entered into on November 01, 2025 between OpenAudit ("Service Provider") and MCGpvtlmtd ("Company"). **1. CONFIDENTIAL INFORMATION**

For purposes of this Agreement, "Confidential Information" shall mean all financial data, transaction records, business information, and any other data provided by the Company to OpenAudit for the purpose of financial analysis and auditing services. **2. OBLIGATIONS OF OPENAUDIT**

OpenAudit agrees to:
a) Hold all Confidential Information in strict confidence;
b) Not disclose, share, or distribute any Confidential Information to any third party without prior written consent from the Company;
c) Use Confidential Information solely for the purpose of providing financial analysis services to the Company;
d) Implement reasonable security measures to protect Confidential Information from unauthorized access, disclosure, or use;
e) Not use Confidential Information for any purpose other than providing services to the Company.

**3. OBLIGATIONS OF COMPANY**

The Company agrees to:
a) Provide accurate and complete financial data for analysis;
b) Inform OpenAudit of any changes to the data that may affect the analysis;
c) Use the analysis results responsibly and in accordance with applicable laws and regulations.

**4. DATA RETENTION AND DESTRUCTION**

OpenAudit will retain Confidential Information only as long as necessary to provide the requested services or as required by law. Upon termination of services, OpenAudit will either return or securely destroy all Confidential Information upon Company's request. **5. EXCEPTIONS**

The obligations of confidentiality shall not apply to information that:
a) Was already known to OpenAudit prior to disclosure;

b) Is publicly available or becomes publicly available through no breach of this Agreement;
c) Is required to be disclosed by law or court order.

**6. TERM**

This Agreement shall remain in effect for the duration of the service relationship between OpenAudit and the Company, and shall continue to apply to Confidential Information disclosed during such relationship. **7. REMEDIES**

In the event of a breach of this Agreement, the non-breaching party shall be entitled to seek all available remedies at law or in equity, including but not limited to injunctive relief. **8. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with applicable laws and regulations. **9. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties regarding the confidentiality of data and supersedes all prior agreements or understandings.

**Company Representative:**_____     OpenAudit Representative:_____

**Name:**        _____     Name:        _____

**Title:**        _____     Title:        _____

**Date:**        _____     Date:        _____