



UNICORN GLOBAL

ANNEXURE B: CONFIDENTIALITY UNDERTAKING

In order for the Service Provider ("us/we/our") to be able to provide Services to the Subscriber ("you/your"), we will be exposed to certain information that could be deemed confidential.

This document outlines what information is considered confidential, how it is protected, and how the information must be transmitted.

- 1.1. **Definitions** The terms used in this document are the same as the ones defined in clause 1 of your Development Subscription Service Agreement ("*the Agreement*").
- 1.2. **Confidential Information** Confidential Information is deemed to be:
 - 1.2.1. usernames, passwords, keys, tokens, certificates and other authentication artifacts;
 - 1.2.2. any information explicitly marked and identified as confidential prior to disclosure;
 - 1.2.3. information directly relating to your core business structure, operations, finances, customers, vendors, and Personnel;
 - 1.2.4. your Bespoke Intellectual Property;
 - 1.2.5. your Authorised User Data.
- 1.3. **Need to Know** We take confidentiality very seriously, and will only make your Confidential Information available to others on a need to know basis.
- 1.4. **Transmission Requirements** You must only disclose Confidential Information to us in a secure manner, and in line with our Encryption Requirement and Security Policy available on request.
- 1.5. **Encryption Requirement** You must encrypt and sign all Confidential Information using GPG and our public key, and must supply us with your public key.
- 1.6. **Exclusions** The above will not apply to any Confidential Information which:
 - 1.6.1. becomes available to us from a source other than you;
 - 1.6.2. is lawfully in, or subsequently enters the public domain;
 - 1.6.3. is disclosed as a requirement or request by law, regulation or court order;
 - 1.6.4. is transmitted to us by you without following the Transmission Requirements.
- 1.7. **Survival** Confidential Information will no longer be deemed to be confidential 1 year after termination of your Agreement with us, unless otherwise agreed to by us in writing.