



IN CONSIDERATION OF and a condition of being given access by **Solace Media Solutions/Einstein Productions TT Co Ltd** (“EPTT”) to Confidential Information, concepts, ideas or designs, in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, for the purpose of reviewing content ***Carl Solano of #73 Spring Trace, Fyzabad Branch Road, Siparia*** (the “Receiving Party”), agree as follows:

## 1. Confidential Information

1.1 All written and oral information and materials disclosed or provided by EPTT to the Receiving Party under this Agreement constitute Confidential Information developed or accessed regardless of whether such information was provided before or after the date of this Agreement and how it was provided to the Receiving Party. Information in whatever form (whether in writing, electronic or digital form, verbally or by inspection of documents, computer systems or sites or pursuant to discussions or by any other means ) which is confidential in nature, designated orally or in writing by EPTT as confidential or which may reasonably be considered by a business person to be commercially sensitive provided by the Discloser (directly or indirectly) by any means to the Receiving Party (or to any Authorized Person) before or after the date of this Agreement in connection with or in anticipation of the Purpose.

1.2 The Receiving Party acknowledges that in any position EPTT may hold, in and as a result of the Primary Service Agreement by EPTT, the Receiving Party will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to EPTT and which information is the exclusive property of EPTT.

1.3 Confidential Information means all data and information relating to the business and management of EPTT, including but not limited to, the following:

*1.3.1* *'Customer Information'* which includes names of customers of EPTT, their representatives, all customer contact information, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by customers of EPTT;

*1.3.2 'Intellectual Property'* which includes information relating to EPTT's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);

1.3.3 *'Marketing and Development Information'* which includes marketing and development plans of EPTT, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of EPTT which have been or are being discussed;

1.3.4 *'Business Operations'* which includes internal personnel and financial information of EPTT, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, external business contacts including those stored on social media accounts or other similar platforms or databases operated by EPTT, and the manner and methods of conducting EPTT's business;

1.3.5 *'Product Information'* which includes all specifications for products of EPTT as well as work product resulting from or related to work or projects performed or to be performed for EPTT or for clients of EPTT, of any type or form in any stage of actual or anticipated research and development;

1.3.6 *'Production Processes'* which includes processes used in the creation, production and manufacturing of the work product of EPTT, including but not limited to, formulas, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs;

1.3.7 *'Service Information'* which includes all data and information relating to the services provided by EPTT, including but not limited to, plans, schedules, manpower, inspection, and training information;

1.3.8 *'Proprietary Computer Code'* which includes all sets of statements, instructions or programs of EPTT, whether in human readable or machine readable form, that are expressed, fixed, embodied or stored in any manner and that can be used directly or indirectly in a computer ('Computer Programs'); any report format, design or drawing created or produced by such Computer Programs; and all documentation, design specifications and charts, and operating procedures which support the Computer Programs;

1.3.9 *'Computer Technology'* which includes all scientific and technical information or material of EPTT, pertaining to any machine, appliance or process, including but not limited to, specifications, proposals, models, designs, formulas, test results and reports, analyses, simulation results, tables of operating conditions, materials, components, industrial skills, operating and testing procedures, shop practices, know-how and show-how;

1.3.10 *'Accounting Information'* which includes, without limitation, all financial statements, annual reports, balance sheets, company asset information, company liability information, revenue and expense reporting, profit and loss reporting, cash flow reporting, accounts receivable, accounts payable, inventory reporting, purchasing information and payroll information of EPTT; and

1.3.11 *Confidential Information* will also include any information that has been disclosed by a third party to EPTT and is protected by a non-disclosure agreement entered into between the third party and EPTT, analyses, ideas, compilations, studies and other material created by the Receiving Party or any Authorized Person which contain or otherwise reflect or are generated or derived from the information referred to above and information acquired by observation by the Recipient or any Authorized Person at the offices of or other premises of the Discloser relating to the Purpose or to the affairs of EPTT.

1.4 Confidential Information will not include the following information:

1.4.1 Information that is generally known in the industry of EPTT;

1.4.2 Information that is now or subsequently becomes generally available to the public through no wrongful act of the Receiving Party;

1.4.3 Information rightly in the possession of the Receiving Party prior to the disclosure to the Receiving Party by EPTT;

1.4.4 Information that is independently created by the Receiving Party without direct or indirect use of the Confidential Information; or

1.4.5 Information that the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it.

1.5 Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of EPTT and will only be used by the Receiving Party for the Permitted Purpose. The Receiving Party will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to EPTT or any associated affiliates or subsidiaries.

1.6 The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Receiving Party in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and those obligations will last indefinitely.

1.7 The Receiving Party may disclose any of the Confidential Information:

1.7.1 to such employees, agents, representatives and advisors of the Receiving Party that have a reasonable need to know for the Permitted Purpose provided that:

1.7.2 EPTT has informed such personnel of the confidential nature of the Confidential Information;

1.7.3 such personnel agree to be legally bound to the same burdens of non-disclosure and non-use as the Receiving Party;

1.7.4 the Receiving Party agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel;

1.7.5 the Receiving Party agrees to be responsible for and indemnify EPTT for any breach of this Agreement by its personnel;

1.7.6 to a third party where EPTT has consented in writing to such disclosure; and

1.7.7 to the extent required by law or by the request or requirement of a court of law, a regulatory body, or an administrative tribunal.

## 2. Ownership and Title

2.1 The Receiving Party acknowledges and agrees that all rights, ownership, title and interest in any Confidential Information including all Intellectual Property Rights in the Confidential Information shall vest in the EPTT and its licensors, and that no license or right is granted other than to the extent expressly set out in this Agreement. Accordingly, the Receiving Party specifically agrees and acknowledges that the Receiving Party will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trademarks or trade names, notwithstanding the fact that the Receiving Party may have created or contributed to the creation of that Confidential Information.

2.2 The Receiving Party does hereby waive any moral rights that the Receiving Party may have with respect to the Confidential Information.

2.3 The Confidential Information will not include anything developed or produced by the Receiving Party during the term of this Agreement, including but not limited to intellectual property, process, design, development, creation, research, invention, know-how, trade name, trademarks or copyright that:

2.3.1 was developed without the use of any equipment, supplies, facility or Confidential Information of EPTT;

2.3.2 was developed entirely on the Receiving Party's own time;

2.3.3 does not relate to the actual business or reasonably anticipated business of EPTT;

2.3.4 does not relate to the actual or demonstrably anticipated processes, research or development of EPTT; and

2.3.5 does not result from any work performed by the Receiving Party for EPTT.

2.4 The Receiving Party agrees to immediately disclose to the EPTT all Confidential Information developed in whole or in part by the Receiving Party during the term of the Agreement and to assign to EPTT any right, title or interest the Receiving Party may have in the Confidential Information. The Receiving Party agrees to execute any instruments and to do all other things reasonably requested by EPTT (both during and after the term of the Agreement) in order to vest more fully in EPTT all ownership rights in those items transferred by the Receiving Party to the EPTT.

## 3 Authorized Disclosure

3.1 The Receiving Party may disclose any of the Confidential Information to any of its Authorized Persons, provided that it informs them beforehand of the duties of confidence under this Agreement, ensures that they undertake to the Receiving Party to comply with the same duties of confidence, keeps a written account of each of the disclosures, advises EPTT immediately it becomes aware of any breach by an Authorized Person, and gives upon any request by EPTT evidence of compliance with this clause.

3.2 The Receiving Party further undertakes to procure that all Authorized Persons to whom it discloses the Confidential Information shall comply with the confidentiality obligations under this Agreement [and, if required by EPTT, to procure them to enter into a confidentiality agreement directly with EPTT in reasonably similar terms as those set out under this Agreement].

## 4. Use of Information

4.1 The Receiving Party shall use Confidential Information only as directed by EPTT and shall not accumulate Confidential Information in any way or make use of Confidential Information for any purpose other than to perform the requirements necessary to fulfil the business transaction(s) agreed too.

4.2 The Receiving Party shall not disclose, transfer, use, copy, or allow any employee or any third party access to any such Confidential Information, except for those who have a need to know such Confidential Information in order for the Receiving Party to accomplish the requirements of the business transaction(s) agreed to and who are individually bound by contractual obligations of confidentiality and limitation of use sufficient to give effect to this agreement. In no event shall Receiving Party disclose any such Confidential Information to any competitors of EPTT. Without EPTT’s prior written consent, the Receiving Party shall not disclose Confidential Information to any unauthorized party.

4.3 The Receiving Party shall treat Confidential Information with at least the same degree of care that it treats its own Confidential Information and shall exercise reasonable precautions to prevent disclosure of Confidential Information to unauthorized parties.

4.4 The Receiving Party agrees not to use any Confidential Information disclosed to it by the EPTT for its own use of for any purpose other than to carry out discussions concerning, and the undertaking of the Relationship.

4.5 The Receiving Party will not disclose any Confidential Information of EPTT to parties outside the Relationship or to employees of the Receiving Party other than employees or agents under appropriate burden of confidentiality and who are required to have the information in order to carry out the discussions regarding the Relationship.

4.6 The Receiving Party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use Confidential Information of EPTT in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include the highest degree of care and best industry standards of security (including any reasonable arrangements specified by the Discloser from time to time and the most secure arrangements that the Receiving Party maintains for its own trade secrets) that the Receiving Party utilizes to protect its own Confidential Information of a similar nature.

4.7 The Receiving Party agrees to notify EPTT in writing of any misuse or misappropriation of Confidential Information of EPTT, which my come to the Receiving Party’s attention.

## 5. Privacy and Security

5.1 In addition to the obligations set forth in this Agreement, the Receiving Party shall comply with all laws, and rules and regulations of applicable regulatory agencies, protecting the Confidential Information and privacy rights of EPTT and its customers.

5.2 The Receiving Party will not directly or indirectly reuse or re-disclose to any Affiliate, or any unaffiliated entity or person, any Confidential Information, including but not limited to, any personally identifiable customer information, provided by EPTT during the course of the business relationship between the Parties for any purpose other than to accomplish the requirements of the business transaction(s) agreed to by the Parties.

5.3 The Receiving Party agrees that it will not sell, disclose, transfer, or rent any Confidential Information to any third party nor will it use any Confidential Information on behalf of any third party, without the express written permission of EPTT.

5.4 Electronic file transmissions between the Parties containing Confidential Information shall be encrypted and or protected as reasonably required.

5.5 The Receiving Party shall implement and maintain an appropriate security program for Confidential Information received by Receiving Party from EPTT designed to meet the Objectives. Receiving Party shall provide to EPTT, upon request, a copy of its policy related to information security and any updates or amendments thereto.

5.6 As part of its information security program, the Receiving Party shall take appropriate measures to properly dispose of Confidential Information, whether such information is in paper, electronic or other form. These measures should, at a minimum include:

5.6.1 Burning, pulverizing or shredding of papers containing Confidential Information so that the information cannot practicably be read or reconstructed;

5.6.2 Ensuring the destruction or erasure of electronic media containing Confidential Information so that the information cannot practicably be read or reconstructed; and/or

5.6.3 Ensuring that any third party who performs the activities described in (5.6.1) and (5.6.2) on behalf of the Receiving Party above does so in a manner consistent with this Section. The Receiving Party shall ensure that it does not retain Confidential Information for longer than it needs such information to perform the requirements necessary to fulfil the business transaction(s) agreed to by the Parties. The Receiving Party’s disposal policy shall require that such information is reviewed and destroyed on a routine basis.

5.7 The Receiving Party shall have in place and follow a routine destruction policy for all EPTT’s Confidential Information. No such materials will be retained longer than such period as is set forth in Receiving Party’s policy period for retention unless mandated by applicable law.

## 6. Patent or Copyright infringement

6.1 Nothing in this Agreement is intended to grant any rights to the Receiving Party with regard to any and all rights of the EPTT’s rights to patents or copyright. This includes but is not limited to intellectual and industrial property rights, including copyright (including moral rights), patents, know-how, trade secrets, trademarks, service marks, trade names, design rights, registered designs, get-up, database rights, chip topography rights, mask works, utility models, domain names, rights in trade and business names and all similar rights and, in each case, whether registered or not;

6.1.1 including any applications to protect or register such rights;

6.1.2 including all renewals and extensions of such rights or applications;

6.1.3 whether vested, contingent or future;

6.1.4 including rights in the nature of unfair competition rights and rights to sue in passing off; and

6.1.5 wherever existing.

## 7. Term

7.1 The terms and conditions of this Agreement shall continue until the completion of business transaction (s) between the Parties. Notwithstanding the foregoing, the Receiving Party acknowledges that:

7.1.1 its obligations under this Agreement with respect to the EPTT’s Confidential Information shall remain in effect for as long as such information shall remain Confidential Information under applicable law; and

7.1.2 its obligations under this Agreement with respect to the EPTT’s trade secrets shall remain in effect for as long as such information shall remain a trade secret under applicable law.

7.2 Upon either Party’s written demand and/or upon termination of the business transaction between the Parties, Receiving Party shall destroy EPTT’s Confidential Information (including the removal of any copies of the Confidential Information in any form whatsoever on Receiving Party’s computer and information storage systems). Receiving Party shall also provide to EPTT a written certification of destruction signed by the Receiving Party duly authorized to legally bind Receiving Party which certifies that no copies of the Confidential Information have been retained.

## 8. Breach of Confidentiality

8.1 In the event Receiving Party knows or reasonably believes that there has been a Breach, Receiving Party shall take the following actions:

8.1.1 Immediately notify EPTT of such Breach.

8.1.2 Identify to EPTT at no cost to EPTT what specific Confidential Information may have been breached.

8.1.3 Monitor any affected accounts for any unusual activity (if appropriate).

8.1.4 Take measures to contain and control the incident to prevent further unauthorized access.

8.1.5 Remedy the circumstances that permitted such Breach to occur.

8.1.6 Cooperate with EPTT as necessary to facilitate EPTT’s compliance with any applicable law regarding unauthorized access of the Confidential Information.

## 9. Return of Confidential Information

9.1 The Receiving Party agrees that, upon request of EPTT, or in the event that the Receiving Party ceases to require use of the Confidential Information, or upon expiration or termination of this Agreement, or the expiration or termination of the Primary Agreement for Service, the Receiving Party will turn over to the EPTT all documents, disks or other computer media, or other material in any form in the possession or control of the Receiving Party that:

9.1.1 may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or

9.1.2 is connected with directly or indirectly or derived from the Receiving Party's services to the EPTT.

## 10. Notices

10.1 In the event that the Receiving Party is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Receiving Party will give to the EPTT prompt written notice of such request so EPTT may seek an appropriate remedy or alternatively to waive the Receiving Party's compliance with the provisions of this Agreement in regards to the request.

10.2 If the Receiving Party loses or makes unauthorized disclosure of any of the Confidential Information, the Receiving Party will immediately notify EPTT and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

11. Relationships

The relationship between the parties will be that of an Independent Contractor relationship and nothing contained in this Agreement shall be deemed to make the Receiving Party a partner or joint venturer of EPTT for any purpose.

## 12. Severability

12.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

12.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

## 13. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

## 14. Waiver

14.1 No failure, delay or omission by EPTT in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

14.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

14.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by EPTT, and then only in the instance and for the purpose for which it is given.

## 15. Indemnity

The Receiving Party shall indemnify the EPTT from and against, and shall pay to the EPTT on demand all sums incurred by the EPTT in respect of, all and any losses, damages (including any consequential, direct, indirect, special, incidental or punitive damages or loss or any other form of economic loss), liability, costs (including legal fees), expenses, claims (including any settlements of claims before or after issue of proceedings), actions, proceedings, judgment sums (including sums arising from consent orders or judgments) fines and penalties, however arising out of, or in connection with, the breach of this Agreement by the Receiving Party or the unauthorized disclosure or Use of any of the Confidential Information by the Receiving Party or by any of its Authorized Persons.

## 16. Amendment

This Agreement may not be amended, modified, superseded, or rescinded, except by a written instrument or document signed by all Parties hereto.

## 17. Variation

This Agreement may not be released, discharged, supplemented, varied or modified in any manner except by an instrument in writing signed by all Parties hereto.

## 18. Remedies

The Receiving Party agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure, misappropriation, violation or threatened violation of the Confidential Information to a third party in breach of this Agreement will cause irreparable injury, both financial and strategic, to EPTT and that monetary damages would not be a sufficient remedy for breach of the terms of this Agreement and in addition to any and all remedies that may be available, in law, in equity or otherwise, EPTT shall be entitled, without prejudice to any other rights or remedies that maybe available, to seek injunctive relief or specific performance as a remedy for any such breach without the necessity of proving actual damages restraining the Receiving Party, any of its personnel, and any agents of the Receiving Party, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

## 19. Representations

In providing the Confidential Information, EPTT makes no representations, either expressly or impliedly as to its adequacy, sufficiency, completeness, correctness or its lack of defect of any kind, including any patent or trade mark infringement that may result from the use of such information.

## 20. Assignment

Except where the EPTT has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the EPTT

## 21. Publicity

22.1 The Receiving Party shall not, without the prior approval in writing of EPTT, directly or indirectly:

21.1.1 Make any communication, public announcement, release or disclosure in any way connected with the discussions or the audit; or

21.1.2 Disclose to any person the fact of the conduct of the discussions, negotiations, terms and conditions, status, facts with respect thereto or the audit.

22.2 This shall not apply to a communication, public announcement, release or disclosure required to comply with the order of a court of competent jurisdiction or with a mandatory requirement of a governing regulatory body and then only with prior notice as soon as possible to EPTT of the terms of such disclosure and will collaborate to the extent practicable with EPTT in order to comply with the order and preserve the confidentiality of the Confidential Information.

## 23. Warranty

The Receiving Party warrants and undertakes to EPTT that it or he has full right, power and entitlement to enter into this Agreement without reference to any other person. Further, the Receiving Party warrants to the other party that its signatory or signatories to this Agreement have full right, power and entitlement to execute this Agreement on behalf of the party he represents.

## 24. The Entire Agreement

24.1 This Agreement constitutes the entire understanding and agreement between the Parties in relation to the subject matter of this Agreement and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral concerning the confidentiality of the nature of the information acquired through the Independent contractual arrangement with the Receiving Party.

24.2 The Receiving Party acknowledges that it has not entered into this Agreement in reliance wholly or partly on any representation or warranty made by or on behalf of any other party (whether orally or in writing) other than as expressly set out in this Agreement.

24.3 Nothing in this clause will exclude any liability in respect of misrepresentations made fraudulently. This Agreement shall be enforceable as a contract by the parties and nothing in this Agreement purports to limit or exclude any liability for fraud.

## 24. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Republic of Trinidad and Tobago.

## 25. Jurisdiction

The Receiving Party consents that any dispute arising out of or in connection with, or concerning the carrying into effect of this Agreement shall be subject to the exclusive jurisdiction of the courts of the Republic of Trinidad and Tobago, and the Parties hereby submit to the exclusive jurisdiction of that court for these purposes.

## 26. General Provisions

26.1 A word importing one gender shall (where appropriate) include any other gender and a word importing the singular shall (where appropriate) include the plural and vice versa.

26.2 Any statute or statutory provision includes, except where otherwise stated, the statute or statutory provision as amended, consolidated or re-enacted from time to time before or after the date of this Agreement and includes any subordinate legislation made under the statute or statutory provision (as so amended, consolidated or re-enacted) before or after the date of this Agreement.

26.3 Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

26.4 The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other.

26.5 Any words that follow 'include', 'includes', 'including', ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.

26.6 A reference to a ‘party’ includes that party’s personal representatives, successors and permitted assigns or any legal representation.

26.7 A reference to a ‘person’ includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns;

26.8 A reference to a ’company’ includes any company, corporation or other body corporate, wherever and however incorporated or established.

## 27. Signature

I have carefully read, understood and considered all clauses of this Agreement and agree that all of the restrictions set forth are fair and reasonably required to protect EPTT's interests. The original of this document shall reside with EPTT and a copy will remain with the Receiving Party for reference. This Agreement is made of my own free will.

28. Electronic Signature

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

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Employee Name

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**Stephane Nathaniel**

***Director***

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**Nicholas Dass**

***Director***

For Einstein Productions TT Ltd; Solace Media Solutions

Company Stamp