

# **CLIENT CONFIDENTIALITY AGREEMENT**

**THIS CLIENT CONFIDENTIALITY AGREEMENT (the "Agreement") is made effective as of \_\_, 20 (the "Effective Date")**

BY AND BETWEEN:

**DeepShield Systems, Inc., a Delaware corporation with its principal place of business at 2200 Innovation Drive, Suite 400, Wilmington, Delaware 19801 ("DeepShield" or the "Company")**

AND

**\_\_, a [jurisdiction] [entity type] with its principal place of business at \_\_ (the "Client")**

(each a "Party" and collectively the "Parties")

## **1. RECITALS**

WHEREAS, DeepShield provides advanced industrial control system (ICS) security solutions and critical infrastructure protection services;

WHEREAS, in connection with the provision of such services, DeepShield may have access to certain confidential and proprietary information of the Client;

WHEREAS, the Parties desire to establish terms governing the use and protection of such information;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **2. DEFINITIONS**

1 "Confidential Information" means any and all non-public information, including, without limitation:

(a) Technical information: designs, processes, methodologies, systems architectures, network configurations, security protocols, and operational technology specifications;

(b) Business information: business plans, pricing, customer lists, financial data, operational procedures, and strategic initiatives;

(c) Industrial data: SCADA systems data, control parameters, facility specifications, and operational metrics;

(d) Security information: vulnerability assessments, threat intelligence, incident reports, and response procedures.

2 "Representatives" means a Party's directors, officers, employees, agents, consultants, and professional advisors.

### **3. CONFIDENTIALITY OBLIGATIONS**

1 DeepShield shall:

(a) Maintain the strict confidentiality of all Client Confidential Information;

(b) Use Client Confidential Information solely for the purpose of providing contracted services;

(c) Limit access to Client Confidential Information to Representatives who have a need to know;

(d) Ensure Representatives are bound by confidentiality obligations no less restrictive than those herein;

(e) Implement appropriate technical and organizational measures to protect Client Confidential Information.

2 DeepShield shall not:

(a) Disclose Client Confidential Information to any third party without prior written consent;

(b) Use Client Confidential Information for its own benefit or the benefit of any third party;

(c) Reverse engineer, decompile, or disassemble any Client systems or technology;

(d) Remove or alter any proprietary notices or markings on Client materials.

### **4. SECURITY MEASURES**

1 DeepShield shall maintain:

(a) ISO 27001 certified information security management system;

(b) Encryption of Client Confidential Information at rest and in transit;

(c) Access controls with multi-factor authentication;

(d) Regular security audits and penetration testing;

(e) Incident response and breach notification procedures.

### **5. EXCEPTIONS**

1 The obligations herein shall not apply to information that:

- (a) Was in DeepShield's possession prior to disclosure by Client;
- (b) Is or becomes publicly available through no fault of DeepShield;
- (c) Is independently developed by DeepShield without use of Client Confidential Information;
- (d) Is received from a third party without breach of any obligation to Client;
- (e) Must be disclosed pursuant to law or court order, subject to Section 6.

## **6. REQUIRED DISCLOSURE**

1 If DeepShield is required by law to disclose Client Confidential Information, it shall:

- (a) Promptly notify Client in writing;
- (b) Cooperate with Client's efforts to obtain protective treatment;
- (c) Disclose only the information legally required;
- (d) Continue to protect all undisclosed Confidential Information.

## **7. TERM AND TERMINATION**

1 This Agreement shall commence on the Effective Date and continue for five (5) years thereafter.

2 The confidentiality obligations shall survive termination for an additional five (5) years.

3 Upon termination or Client request, DeepShield shall:

- (a) Return all Client Confidential Information;
- (b) Permanently delete all electronic copies;
- (c) Certify in writing compliance with this section.

## **8. REMEDIES**

1 DeepShield acknowledges that monetary damages may be inadequate for any breach and agrees that Client shall be entitled to injunctive relief.

2 DeepShield shall indemnify Client for any losses arising from unauthorized disclosure of Confidential Information.

## **9. GENERAL PROVISIONS**

1 This Agreement constitutes the entire agreement between the Parties regarding confidentiality

obligations.

2 No modification shall be effective unless in writing and signed by both Parties.

3 This Agreement shall be governed by Delaware law without regard to conflicts principles.

4 If any provision is held invalid, the remaining provisions shall remain in effect.

5 Neither Party may assign this Agreement without prior written consent.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DEEPSHIELD SYSTEMS, INC.

**By:**

Name:

Title:

Date:

[CLIENT NAME]

**By:**

Name:

Title:

Date: