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## CONFIDENTIALITY AGREEMENT

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### Confidentiality Agreement

This Confidentiality Agreement ("**Agreement**") is entered into by and between SYSAIT, a Italy corporation with its principal place of business at Ferrara ("**Company**"), and the undersigned employee/intern ("**Recipient**"). This Agreement is effective as of the date of Recipient's employment/internship commencement, herein referred to as the "Effective Date".

#### 1. Purpose and Scope

The Company may disclose certain confidential and proprietary information to the Recipient during the course of their employment/internship. This information includes, but is not limited to, trade secrets, client data, technical information, business strategies, financial information, software code, designs, processes, and other information related to the Company's operations ("Confidential Information").

#### 2. Obligations of Recipient

**a. Non-Disclosure:** Recipient acknowledges and agrees that the Confidential Information is the valuable and proprietary property of the Company. Recipient shall not, during the term of their employment/internship and thereafter, disclose, reproduce, distribute, or otherwise make available the Confidential Information to any third party without the prior written consent of the Company.

**b. Use Limitation:** Recipient shall use the Confidential Information solely for the purpose of performing their duties for the Company. Recipient shall not use the Confidential Information for their personal gain or for the benefit of any third party.

**c. Security Measures:** Recipient shall take all reasonable measures to protect the confidentiality of the Confidential Information. This includes maintaining physical, electronic, and procedural safeguards to prevent unauthorized access or disclosure.

#### 3. Return of Information

Upon termination of employment/internship or upon the Company's request, Recipient shall promptly return all materials, documents, electronic files, and any other information containing or derived from the Confidential Information. Recipient shall not retain any copies or excerpts thereof.

#### 4. Exceptions

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The obligations set forth in this Agreement shall not apply to information that: (a) was rightfully in Recipient's possession prior to receipt from the Company; (b) is or becomes publicly available through no fault of Recipient; (c) is rightfully obtained by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient without the use of Confidential Information.

### 5. Remedies

**a. Injunctive Relief:** Recipient acknowledges that any unauthorized disclosure or use of the Confidential Information may cause irreparable harm to the Company. In addition to any other legal remedies available, the Company shall be entitled to seek injunctive relief to prevent or restrain any breach or threatened breach of this Agreement.

**b. Damages:** Recipient agrees to indemnify and hold harmless the Company for any damages, losses, costs, or expenses resulting from any unauthorized disclosure or use of the Confidential Information.

### 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Cameroon and Italy. Any dispute arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the state courts located in Cameroon or Italy.

### 7. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior discussions, understandings, or agreements, whether written or oral.

By signing below, Recipient acknowledges their understanding and acceptance of the terms and conditions outlined in this Agreement.

Recipient's name: **SOLOMON OLAMIDE TAIWO**

Date: 04/03/2024

Signature: 

SYSAIT

**Dr. Arnaud NGUEMBANG FADJA**

Date: 04/03/2024

