

THIRD PARTY CONFIDENTIAL AND PROPRIETARY INFORMATION POLICY

ADROID ADVANCED PROTECTION SERVICES is extremely sensitive to the issue of protection of trade secrets and proprietary information. ADROID'S employees are expected to use good judgment, to adhere to high ethical standards, and to abide by any confidentiality obligations to former employers or other third parties. ADROID'S employees shall not use, bring on the premises or otherwise disclose any private, proprietary or trade secret information of former employers or other third parties. All employees share responsibility to ensure that proper security is maintained.

Confidentiality

1. Definition of Confidential Information

1.1 For the purposes of this Agreement, "Confidential Information" means all information, whether written, oral, electronic, or in any other form, that is disclosed to or obtained by the Employee during the term of employment with Adroit Advanced Security. This includes, but is not limited to:

- (a) Business plans, strategies, and operations
- (b) Financial information and projections
- (c) Client lists, contacts, and contracts
- (d) Trade secrets and proprietary information
- (e) Marketing strategies and plans
- (f) Technological data, research, and developments
- (g) Employee records and personal information
- (h) Any other information that is designated as confidential by the Company

2. Obligations of Confidentiality

2.1 The Employee agrees to maintain the confidentiality of all Confidential Information and to use such information solely for the purposes of performing their duties as an employee of Adroit Advanced Security.

2.2 The Employee shall not, during the term of employment or at any time thereafter, directly or indirectly, disclose, communicate, or make available any Confidential Information to any third party, except as expressly authorized in writing by Adroit Advanced Security or as required by law.

2.3 The Employee shall exercise the highest degree of care in safeguarding Confidential Information against loss, theft, or other inadvertent disclosure and shall take all necessary steps to prevent unauthorized access to or disclosure of such information.

3. Use of Confidential Information

3.1 The Employee shall use Confidential Information only for purposes directly related to their employment with Adroit Advanced Security and shall not use such information for personal gain or for the benefit of any other person or entity.

3.2 The Employee shall not reproduce, copy, or summarize Confidential Information except as necessary to perform their duties, and any such reproductions, copies, or summaries shall remain the property of Adroit Advanced Security.

4. Return of Confidential Information

4.1 Upon termination of employment, whether voluntary or involuntary, the Employee shall immediately return to Adroit Advanced Security all documents, materials, and other property containing Confidential Information, without retaining any copies, notes, or excerpts thereof.

4.2 The Employee agrees to certify in writing that they have complied with the obligations set forth in this section.

5. Exceptions

5.1 The obligations of confidentiality set forth in this Clause shall not apply to any information that:

- (a) Is or becomes publicly available through no breach of this Agreement by the Employee.
- (b) Is lawfully received from a third party without restriction on disclosure and without breach of this Agreement.
- (c) Is independently developed by the Employee without the use of or reference to Adroit Advanced Security's Confidential Information.

6. Legal and Regulatory Disclosure

6.1 If the Employee is required by law, regulation, or court order to disclose any Confidential Information, the Employee shall:

- (a) Promptly notify Adroit Advanced Security the required disclosure so that Adroit Advanced Security may seek an appropriate protective order or other remedy.
- (b) Cooperate fully with Adroit Advanced Security in any such effort.
- (c) Disclose only that portion of Confidential Information which is legally required to be disclosed.

7. Survival of Obligations

7.1 The obligations of confidentiality set forth in this Clause shall survive the termination of the Employee's employment with the Company and shall continue in full force and effect indefinitely.

8. Breach and Remedies

8.1 Any breach of this confidentiality obligation may result in disciplinary action, up to and including termination of employment.

8.2 The Employee acknowledges that a breach of this confidentiality obligation may cause irreparable harm to Adroit Advanced Security, and that monetary damages may be inadequate to compensate Adroit Advanced Security for such breach. Accordingly, Adroit Advanced Security shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity, to enforce the provisions of this Clause.

9. Acknowledgement

9.1 The Employee acknowledges that they have read and understand the terms of this confidentiality obligation, and that they agree to be bound by its terms as a condition of their employment with Adroit Advanced Security.

Employee: _____

Sign: _____

Date: _____

Witness: _____

Sign: _____

Date: _____