

NON-DISCLOSURE AGREEMENT

AUZA IT Services and Consultancy Inc.

Document Version: 1.1

Last Updated: 01 January 2026

1. Purpose

This Non-Disclosure Agreement (“NDA”) establishes the terms governing the exchange and protection of Confidential Information between AUZA IT Services and Consulting Inc. (“AUZA”) and another party (“Receiving Party”) in connection with discussions, evaluations, or engagements.

The purpose of this NDA is to enable the Parties to share information for legitimate business purposes while ensuring that such information is protected against unauthorized use or disclosure.

2. Scope and Applicability

This NDA applies to Confidential Information disclosed in any form, whether written, electronic, oral, visual, or otherwise, and whether disclosed before or after the effective date of this Agreement, where permitted by law.

This NDA applies to pre-engagement discussions, proofs of value, evaluations, service delivery activities, partnerships, and other business interactions, unless superseded by a separate written agreement.

3. Definition of Confidential Information

“Confidential Information” means any non-public information disclosed by one Party to the other that is designated as confidential or that reasonably should be understood to be confidential based on the nature of the information or the circumstances of disclosure. Confidential Information may include, but is not limited to:

- Business, financial, and commercial information
- Technical data, architectures, designs, and methodologies
- Security controls, logs, alerts, reports, and investigations

- Intellectual property, know-how, and trade secrets
- Client, customer, or partner information
- Personal data, where applicable

4. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no breach of this NDA
- Was lawfully known by the Receiving Party prior to disclosure
- Is independently developed without reference to the Confidential Information
- Is lawfully obtained from a third party without restriction
- Is required to be disclosed by law, regulation, or court order

5. Permitted Use

Confidential Information shall be used solely for the purpose of evaluating, discussing, or performing the contemplated business relationship between the Parties. Confidential Information shall not be used for any other purpose without the prior written consent of the Disclosing Party.

6. Confidentiality Obligations

The Receiving Party shall:

- Protect Confidential Information using at least the same degree of care it uses to protect its own confidential information, and no less than reasonable care
- Restrict access to Confidential Information to personnel with a legitimate need to know
- Not disclose Confidential Information to third parties except as permitted under this NDA

Confidential Information may be disclosed to employees, contractors, or advisers of the Receiving Party solely for permitted purposes and subject to confidentiality obligations no less restrictive than those set out in this NDA.

7. Data Protection

Where Confidential Information includes personal data, each Party shall process such data in accordance with applicable data protection and privacy laws and its respective internal data protection policies.

This NDA complements, and does not replace, AUZA's Privacy Policy and Personal Data Protection Policy for matters relating to personal data.

8. Security Measures

Each Party shall implement reasonable organizational, technical, and physical safeguards to protect Confidential Information against unauthorized access, loss, misuse, or disclosure.

Security controls shall be proportionate to the sensitivity of the Confidential Information and aligned with generally accepted information security and IT service management practices.

9. Term and Survival

This NDA becomes effective on the date of execution and remains in effect for the period specified in the applicable engagement documentation, or if unspecified, for as long as Confidential Information is exchanged.

Confidentiality obligations shall survive termination or expiration of this NDA for a period of three (3) years, or longer where required by law or applicable contractual obligations.

10. Return or Destruction of Confidential Information

Upon request or upon termination of the relationship, Confidential Information shall be returned or securely destroyed, subject to applicable legal, regulatory, or record-retention obligations.

11. No License or Warranty

Nothing in this NDA grants any license or right to Confidential Information except the limited right to use such information for the permitted purpose.

Confidential Information is provided "as is" without any warranty as to accuracy or completeness, except as expressly agreed in writing.

12. Governing Law

This NDA shall be governed by and construed in accordance with the laws specified in the applicable Master Service Agreement or, if none exists, the laws agreed between the Parties.

13. General Provisions

This NDA constitutes the entire agreement between the Parties regarding confidentiality and supersedes any prior understandings on the subject.

Any amendments must be in writing and signed by authorized representatives of both Parties.

If any provision is held unenforceable, the remaining provisions shall remain in full force and effect.

14. Availability of the NDA

The official and current version of this Non-Disclosure Agreement is made available in PDF format through a secure download mechanism, ensuring controlled access to the authoritative confidentiality terms applicable to the relationship.