

SOSME CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT (NDA)

Framework: SOSME Legal Framework

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Effective Date: [Effective Date]

Purpose

This Confidentiality & Non-Disclosure Agreement ("Agreement") protects confidential information disclosed by SOSME during discussions relating to demonstrations, evaluations, commercial negotiations, partnerships, investments, procurement activities, technical assessments, or other business opportunities.

By accepting this Agreement, the Receiving Party agrees to protect SOSME's Confidential Information in accordance with the terms set out below.

Article 1 – Parties

Disclosing Party

SOSME
("SOSME")

Receiving Party

The individual or organization receiving Confidential Information from SOSME.

Article 2 – Purpose of Disclosure

Confidential Information may be disclosed solely for the purpose of evaluating or discussing:

- ♦ SOSME products and services;
- ♦ demonstrations and evaluations;
- ♦ subscription opportunities;
- ♦ implementation services;

- ♦ commercial partnerships;
- ♦ procurement processes;
- ♦ investment opportunities;
- ♦ due diligence;
- ♦ strategic alliances;
- ♦ regulatory assessments; or
- ♦ other legitimate business discussions.

Article 3 – Confidential Information

Confidential Information includes information disclosed in any form, including written, electronic, visual, verbal, or digital.

Examples include:

- ♦ software;
- ♦ platform functionality;
- ♦ artificial Intelligence capabilities, including Yara AI capabilities;
- ♦ source code;
- ♦ architecture;
- ♦ APIs;
- ♦ documentation;
- ♦ pricing;
- ♦ commercial proposals;
- ♦ implementation methodologies;
- ♦ customer information;
- ♦ business strategies;
- ♦ product roadmap;
- ♦ financial information;
- ♦ security documentation; and
- ♦ any information identified as confidential or that would reasonably be understood to be confidential.

Article 4 – Obligations of the Receiving Party

The Receiving Party agrees to:

- ♦ use Confidential Information only for the agreed purpose;
- ♦ use Confidential Information only to the extent necessary for the agreed purpose.
- ♦ protect Confidential Information using reasonable care;
- ♦ restrict access to individuals who have a legitimate need to know;
- ♦ not disclose Confidential Information without SOSME's prior written consent; and
- ♦ promptly notify SOSME of any unauthorized disclosure or suspected breach.

Article 5 – Exclusions

Confidential Information does not include information that:

- ♦ is publicly available through no breach of this Agreement;
- ♦ was lawfully known by the Receiving Party before disclosure;
- ♦ is independently developed without reference to SOSME's Confidential Information; or
- ♦ must be disclosed by law or a competent authority, provided that SOSME is notified where legally permitted.

Article 6 – Intellectual Property

All intellectual property rights relating to SOSME, including software, documentation, Artificial Intelligence models, methodologies, trademarks, branding, and related materials, remain the exclusive property of SOSME, its Strategic IP Partner (Reflexion Group), and/or their respective licensors.

Nothing in this Agreement grants the Receiving Party any ownership, license, or other rights in SOSME's intellectual property except as expressly agreed in writing.

Article 7 – Return or Destruction

Upon SOSME's written request or the conclusion of discussions, the Receiving Party shall promptly:

- ♦ return Confidential Information; or
 - ♦ securely destroy Confidential Information,
- unless retention is required by applicable law.

Upon written request, the Receiving Party shall certify in writing that Confidential Information has been returned or securely destroyed, except where retention is required by applicable law.

Article 8 – Term

This Agreement becomes effective on the Effective Date and continues until terminated by SOSME or until the Confidential Information no longer qualifies for protection under this Agreement.

The confidentiality obligations shall survive termination for **five (5) years**, or for as long as the information remains a trade secret under applicable law, whichever is longer.

Article 9 – No License Granted

Except as expressly provided in this Agreement, no license, ownership right, or other intellectual property right is granted or implied by the disclosure of Confidential Information. Disclosure does not constitute a commitment by SOSME to enter into any commercial relationship or future agreement.

Article 10 – Remedies

The Receiving Party acknowledges that unauthorized disclosure of Confidential Information may cause irreparable harm to SOSME.

SOSME may seek injunctive relief, equitable remedies, damages, or any other remedies available under applicable law.

The rights and remedies provided under this Agreement are cumulative and do not exclude any other rights or remedies available under applicable law.

Article 11 – Governing Law

This Agreement shall be governed by the governing law specified in the applicable commercial agreement between the Parties or, where no such agreement exists, by the governing law specified by SOSME for the applicable transaction.

Article 12 – Mutual vs. Unilateral NDA

Unless otherwise agreed in writing, this Agreement is intended as a unilateral confidentiality agreement. Where both Parties expect to exchange Confidential Information, the Parties may execute a mutual confidentiality agreement or agree in writing that this Agreement applies on a mutual basis.

Need Help?

If you have questions about this Agreement, please contact SOSME using the contact details published on our official website.

Our Commitment

Trust is the foundation of every successful business relationship.

We share information responsibly and ask those who receive it to protect it with the same level of care and professionalism.

Thank you for helping us safeguard innovation.

Business. Rebuilt.

Related Documents

Depending on your relationship with SOSME, the following documents may also apply:

Related Legal Documents

- ♦ LEG-004 – Terms of Use
- ♦ LEG-005 – Evaluation License Agreement
- ♦ LEG-002 – Master Subscription Agreement
- ♦ LEG-001 – Enterprise Subscription Order Form (where applicable)
- ♦ LEG-003 – Enterprise Deployment Agreement (where applicable)

Related Trust Center Documents

- ♦ TCP-SEC-001 – Security Statement
- ♦ TCP-PRI-001 – Privacy Policy

The latest versions of applicable SOSME legal documents are available through our official website.