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### **Confidential Information and Disclosure**

In connection with providing the Service, it may be necessary or desirable for you or Fodoj UG to disclose to the other certain non-public Confidential Information. For purposes of these Terms, 'Confidential Information' shall mean all non-public, confidential and proprietary information relating to the Parties, their respective clients and the Service, which has been or will be disclosed by a Party orally or as set forth in writing, or contained in some other tangible form. The receiving Party hereby agrees to hold in strict confidence and to use all reasonable efforts to maintain the secrecy of any and all Confidential Information disclosed by the disclosing Party under these Terms and may not disclose Confidential Information without the express, written prior consent of the disclosing Party, with the exception of the following:

Information that, at the time of disclosure, is available to the public, or thereafter becomes available to the public by publication or otherwise, other than by breach of this Agreement by the receiving Party.

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Information that the receiving Party can establish by prior record was already known to them or was in their possession at the time of disclosure and was not acquired, directly or indirectly, from the disclosing Party.

Information that the receiving Party obtains from a third party; provided however, that such information was not obtained by said third party, directly or indirectly, from the disclosing Party under an obligation of confidentiality toward the disclosing Party.

Information that the receiving Party can establish was independently developed by their employees or contractors who had no contact with and were not aware of the content of the Confidential Information.

The receiving Party may disclose Confidential Information if compelled to do so by a court, administrative agency or other tribunal of competent jurisdiction, provided however, that in such case the receiving Party shall, immediately upon receiving notice that disclosure may be required, give written notice by facsimile and overnight mail to the providing Party so that the providing Party may seek a protective order or other remedy from said court or tribunal. In any event, the receiving Party shall disclose only that portion of the Confidential Information which, in the opinion of their legal counsel, is legally required to be disclosed and will exercise reasonable efforts to ensure that any such information so disclosed will be accorded confidential treatment by said court or tribunal through protective orders, filings under seal and other appropriate means.

The receiving Party shall not use the Confidential Information for any purpose other than in connection with the Service or to improve or develop new services. The receiving Party will only disclose Confidential Information to their directors, officers, employees, agents, service providers or associated companies, as applicable all of which are to be bound by terms no less onerous than these Terms.

The receiving Party shall take all reasonable steps, including, but not limited to, those steps taken to protect their own information, data or other tangible or intangible property that they regard as proprietary or confidential, to ensure that the Confidential Information is not disclosed or duplicated for the use of any third party, and shall take all reasonable steps to prevent their directors, officers, employees and agents (as applicable) who have access to the Confidential Information from disclosing or making unauthorised use of any Confidential Information, or from committing any acts or omissions that may result in a violation of these Terms.

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Upon written request of the disclosing Party, the receiving Party shall return promptly to the disclosing Party all materials and documents, as well as any data or other media (including computer data and electronic information), together with any copies thereof, or destroy said Confidential Information and upon request of the disclosing Party, provide a certificate of destruction

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### **Entire Agreement**

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