



**Caribbean Information &
Credit Rating Services Limited**

CONFIDENTIALITY AGREEMENT

POLICY

CONFIDENTIALITY UNDERTAKING

Caribbean Information and Credit Rating Services Limited (“CariCRIS”) is aware that in your capacity as an employee of CariCRIS that during your engagement with CariCRIS, you may learn or receive Confidential Information (defined below) which is strictly confidential and proprietary to CariCRIS or any **subsidiary or** affiliate of CariCRIS.

Therefore, in consideration of your access to any such Confidential Information of CariCRIS, you agree and confirm that all data, information or technology directly or indirectly acquired or obtained in respect of your **engagement** is furnished on a strictly confidential basis.

“Confidential Information” means any data, information and technology being the property and or relating to the operations of CariCRIS, an affiliate of CariCRIS or any other company in which CariCRIS is a shareholder or has an interest; provided however that Confidential Information shall not include data, information or technology which:

- i. is available or becomes generally available to the public (other than as a result of disclosure by yourself);
- ii. was available to you on a non-confidential basis prior to the disclosure by the
- iii. disclosing person;

- iv. is already known to you as of the date of the disclosure hereunder other than as a result of breach of this Agreement;
- v. is required to be disclosed under the applicable law or orders of any court having jurisdiction; is developed independently by you without the use of any Confidential Information.

You further agree that:

- a. You shall keep secret and shall not use or attempt to use or disclose or attempt to disclose and shall use your best endeavours to prevent the use or disclosure by or to any person of any Confidential Information which comes to your knowledge during your **engagement**.
- b. You shall not use or attempt to use any such Confidential Information in any manner which may injure or cause loss either directly or indirectly to CariCRIS or **any of its subsidiaries or affiliates**, or each of its businesses or may be likely so to do.
- c. Confidential Information in any medium (whether written, computer readable or otherwise) including all copies and extracts of them made or acquired by yourself in the course of your **engagement** shall be used for the purpose of CariCRIS only and shall be returned to CariCRIS at any time on demand and returned to CariCRIS without demand on the termination of your **engagement**.
- d. Confidential Information shall not be used, either during the performance of your **engagement** with CariCRIS or at any time thereafter, for your own purposes.
- e. You shall not disclose such information to any other person, other than to employees and consultants who (in each case) have accepted obligations of confidentiality and non use equivalent to these provisions and who need to have access to such information in connection with the performance of their duties.
- f. In handling and storage of Confidential Information that you use the necessary controls, protection and safeguards at least as stringent as CariCRIS would employ in handling and storage of its own data and information.
- g. Upon CariCRIS's written request, to return to CariCRIS and /or destroy all tangible forms containing Confidential Information made available to you including, but not limited to documents, images and electronic media.
- h. Nothing contained in this Agreement grants you any express or implied rights or licences with respect to Confidential Information or any CariCRIS intellectual property rights.
- i. This Agreement is effective from your date of commencement of your **engagement**, and will continue in force for the duration of the same.

Further your obligations regarding Confidential Information shall not be limited to the duration of your **engagement** but extends after your **engagement**, irrespective of the reason for termination. Please sign this Agreement below in order to indicate your understanding and acceptance of the terms and conditions contained herein and that you agree to the terms and conditions aforementioned in addition to your contract of **engagement** with CariCRIS.