APEX GLOBAL SOLUTIONS
SUARL — IT Architecture, Cybersecurity & Sovereign AI Advisory
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OFFICIAL BILATERAL TEMPLATE
REF : AGS-NDA-STANDARD-EN-V1
STATUS : IN FORCE

MUTUAL NON-DISCLOSURE & DATA PROTECTION AGREEMENT

BILATERAL COVENANT FOR TECHNICAL ARCHITECTURE, CYBERSECURITY & SOVEREIGN AI (NDA)

PREAMBLE: *In connection with preliminary discussions, technical scoping, Hybrid Cloud Architecture assessments, Defensive Cybersecurity audits (Active Directory, CISA, ISO 27001), and Sovereign AI engineering (hereinafter the "Project"), the Parties anticipate exchanging highly sensitive strategic, technical, and architectural information. The Parties hereby agree to govern and protect all such exchanges under this legally binding Agreement.*

PARTY 1 • THE ADVISORY FIRM

APEX GLOBAL SOLUTIONS (SUARL)

IT Engineering & Strategic Advisory Firm, registered in Tunis.
Registered Office: 16 Rue de Palestine, 1002 Tunis, Tunisia.
Represented by: Managing Director & Senior Solution Architect Ex-HPE.
Hereinafter referred to as *"ApexGS"*.

PARTY 2 • THE CLIENT / PARTNER

[Organization Legal Name]

Company / Institution: _____
Registered Office: _____
Represented by: _____
Hereinafter referred to as *"The Partner"*.

§ SECTION 1 — DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" shall encompass all data, knowledge, methods, or documents of technical, architectural, operational, commercial, financial, legal, or strategic nature disclosed directly or indirectly by either Party (the "Disclosing Party") to the other (the "Receiving Party"), in any form whatsoever (oral, written, electronic, network topologies, cloud architectures, Active Directory schemas, vulnerability matrices, firewall policies, AI prompt templates, RAG pipelines, and proprietary source codes).

AI & DATA SOVEREIGNTY COVENANT: All client data disclosed to ApexGS is processed exclusively within segregated on-premise/sovereign environments. It is NEVER used to train, fine-tune, or prompt public or third-party LLMs, strictly adhering to Zero-Trust and Sovereign Cloud standards.

§ SECTION 2 — NON-DISCLOSURE OBLIGATIONS & USE RESTRICTIONS

Each Party strictly covenants, throughout the term of this Agreement and thereafter:

- **To maintain absolute secrecy** regarding all Confidential Information received from the Disclosing Party;
- **Not to disclose** or disseminate, directly or indirectly, any portion of such information to third parties without prior written consent;
- **To restrict internal dissemination** strictly to employees, consultants, and auditors with a legitimate need-to-know, bound by confidentiality covenants no less stringent than this Agreement;
- **To use the Confidential Information solely** for evaluating, scoping, and executing the Project, to the strict exclusion of any competitive exploitation.

§ SECTION 3 — SECURITY MEASURES & CYBER RESILIENCE

The Parties undertake to enforce state-of-the-art technical and organizational measures (including TLS 1.3 in-transit and AES-256 at-rest encryption, least-privilege role-based access controls, and audit logging) to safeguard Confidential Information against unauthorized access, loss, or alteration, in compliance with **NIST CSF 2.0** and **ISO/IEC 27001** standards.

§ SECTION 4 — PERSONAL DATA PROTECTION (INPDP & GDPR)

To the extent that exchanges involve personal data, both Parties undertake to strictly abide by applicable privacy laws, notably Tunisian Law No. 2004-63 (National Authority for Personal Data Protection - INPDP) and, where applicable for European counterparts, the General Data Protection Regulation (GDPR - Regulation EU 2016/679).

§ SECTION 5 — EXCLUSIONS FROM CONFIDENTIALITY

Confidential Information shall not include information that the Receiving Party can establish by written evidence:

- Has lawfully entered the public domain without breach of this Agreement;
- Was already in its lawful possession prior to disclosure by the Disclosing Party;
- Was legitimately obtained from an independent third party without restriction;
- Is required to be disclosed pursuant to a valid judicial or regulatory order, subject to immediate prior notification to the Disclosing Party.

§ SECTION 6 — TERM AND SURVIVAL OF OBLIGATIONS

This Agreement shall take effect upon execution for an initial term of **twelve (12) months**. Confidentiality obligations shall survive termination or expiration for a period of **three (3) years** from the date discussions cease (and indefinitely with respect to trade secrets, proprietary algorithms, and cryptographic keys).

§ SECTION 7 — RETURN AND CERTIFIED DESTRUCTION

Upon written request from the Disclosing Party or upon Project completion, the Receiving Party covenants to promptly return or irreversibly destroy all physical and electronic records containing Confidential Information and certify such destruction in writing within fifteen (15) business days.

§ SECTION 8 — GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with applicable laws. Any dispute arising out of or in connection with its validity, interpretation, or performance that cannot be amicably resolved within thirty (30) days shall be submitted to the exclusive jurisdiction of the competent courts of Tunis (Tunisia), without prejudice to the Parties' right to seek injunctive relief or engage in mutually agreed international commercial arbitration.

Executed in two (2) original counterparts of equal legal effect.
Effective Date: Immediate bilateral validity upon confirmation of technical scoping

FOR APEX GLOBAL SOLUTIONS (SUARL)

Executive Management & Technical Direction

Endorsement: "Read and approved, certified bilateral NDA covenant"

AUTHORIZED VIRTUAL SIGNATURE:

M. Haddad & Associés

Lead Solution Architect Ex-HPE

✓ Certified by NetAudit Security

APEX GLOBAL SOLUTIONS
CERTIFIED NDA
CYBERSECURITY DIVISION
TUNIS • TUNISIA

Tunis • Head Office 16 Rue de Palestine

FOR THE PARTNER / CLIENT

Name & Title of Authorized Signatory

Endorsement: "Read and approved, certified bilateral NDA covenant"

[Authorized Signature]

[Corporate Seal of Organization]

Date : ____ / ____ / 20__

🔒 Digitally certified bilateral covenant by Apex Global Solutions • Binding and enforceable upon counter-signature.

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