

Confidentiality and Non-Disclosure Policy

1. INTRODUCTION

The Confidentiality and Non-Disclosure Policy ("Policy") of **Ruxley Integrated Global Services Limited** ("Ruxley" or "Company") outlines the expectations, responsibilities, and obligations of all **employees, clients, subcontractors, and contractors** regarding the handling of confidential and proprietary information. This Policy ensures that all confidential information related to Ruxley's business, operations, clients, and trade secrets is protected from unauthorized use, disclosure, or misuse.

2. SCOPE

This Policy applies to:

- **Employees:** All permanent, temporary, contract, and part-time employees of Ruxley.
- **Clients:** Any individual or entity doing business with Ruxley.
- **Subcontractors and Contractors:** All external partners, consultants, subcontractors, and contractors working on behalf of or in conjunction with Ruxley.
- Government Agencies and Parastatals in copies of Ruxley Documents

All individuals and entities covered under this Policy are collectively referred to as "Covered Parties."

3. Definitions

Confidential Information: Any information, material, or data that is proprietary or sensitive in nature, including but not limited to:

- Business strategies, plans, processes, and methodologies.
- Financial data, contracts, proposals, and records.
- Client information, contact details, and project specifications.
- Intellectual property, including designs, software, and research data.
- Trade secrets, know-how, technical information, and other proprietary data.

Disclosure: Refers to any act of sharing, distributing, publishing, or otherwise communicating Confidential Information to unauthorized persons or parties.

4. Policy Objectives

- To protect Ruxley's proprietary and confidential information from unauthorized access, sharing, or use
- To establish guidelines for the proper handling, storage, and communication of Confidential Information.
- To create a secure and trusted working environment for all Covered Parties.

5. Obligations of Covered Parties

All Covered Parties agree to:

- **Maintain Confidentiality:** Keep Confidential Information secure and private at all times.
- **Use Information Appropriately:** Use Confidential Information strictly for legitimate business purposes as agreed with Ruxley and not for personal gain, competitive advantage, or other unauthorized purposes.
- **Limit Disclosure:** Restrict access to Confidential Information to only those within Ruxley who require it to perform their duties.
- **Exercise Caution in Public:** Avoid discussing Confidential Information in public spaces where it may be overheard by unauthorized individuals.
- **Secure Physical and Digital Access:** Protect access to Confidential Information stored physically or electronically, including the use of passwords, encryption, and secure storage for documents.

6. Permissible Disclosures

Covered Parties are permitted to disclose Confidential Information only under the following circumstances:

- **With Written Consent:** When explicit, written consent is provided by Ruxley's authorized representative.

- **Legal Requirements:** If disclosure is legally mandated, the Covered Party must notify Ruxley immediately, allowing Ruxley the opportunity to seek legal remedies to prevent or limit disclosure where possible.

7. Policy Violation and Consequences

Any unauthorized use or disclosure of Confidential Information is considered a violation of this Policy and may result in:

- **Termination of Employment or Business Relationship:** Ruxley reserves the right to terminate any contractual or employment relationship for breaches of this Policy.
- **Legal Action:** Ruxley may pursue legal action, including injunctive relief and claims for damages, to protect its Confidential Information.
- **Monetary Penalties:** In certain cases, financial penalties may apply as per the agreement terms or applicable law.

8. Duration of Confidentiality Obligation

The obligation to maintain confidentiality continues for **five (5) years** after the termination of the business relationship, contract, or employment, or until Confidential Information becomes publicly available through no fault of the Covered Party, whichever occurs first.

9. Return or Destruction of Confidential Information

Upon request by Ruxley or at the termination of the employment, business, or contractual relationship, the Covered Party agrees to:

- **Return:** Promptly return all Confidential Information and any materials containing or derived from such information.
- **Destroy:** If requested by Ruxley, certify in writing that all Confidential Information has been permanently deleted or destroyed.

10. Non-Circumvention

Covered Parties agree not to:

- Bypass Ruxley in any dealings with Ruxley's clients, partners, suppliers, or contacts.
- Use Confidential Information to start or engage in competing business operations or to develop similar services without Ruxley's explicit permission.

11. Governing Law

This Policy is governed by the laws of **the Federal Republic of Nigeria**. Any disputes arising under this Policy shall be subject to the exclusive jurisdiction of the courts of Federal Government of Nigeria and **Rivers State Government**.

12. Acknowledgment of Policy

By signing below, I acknowledge that I have read, understood, and agree to comply with the Confidentiality and Non-Disclosure Policy of Ruxley Integrated Global Services Limited. I commit to protect all Confidential Information as specified in this Policy and acknowledge the consequences of any breach or violation.

Party	Signature	Date
Ruxley Integrated Global Services	_____	_____
Employee/Client/Subcontractor/Contractor	_____	_____