

TRADE SECRET AGREEMENT AND CONFIDENTIALITY POLICY

Last Updated: February 1, 2025

This Trade Secret Agreement ("Agreement") is issued by Bellande Technologies Corporation Inc., including its subsidiaries, Bellande Laboratories, and affiliated entities (collectively, "Bellande," "Company," "we," "us," or "our").

1. DEFINITION OF TRADE SECRETS

1.1. Trade Secrets shall include, but are not limited to:

- Technical information, including designs, processes, procedures, formulas, algorithms, research
- Business information, including customer lists, pricing strategies, marketing plans
- Product information, including specifications, development plans, prototypes
- Financial information, including costs, profits, forecasts
- Strategic information, including partnerships, mergers, acquisitions plans
- Operational information, including methods, techniques, systems
- Any information marked as "Confidential," "Proprietary," or "Trade Secret"
- Any information that provides economic value from not being generally known
- Any derivative works, modifications, or enhancements to the above

1.2. Information shall be considered a Trade Secret regardless of:

- Format (written, oral, electronic, visual, or other form)
- Whether marked as confidential or not
- Location (on-premises, cloud storage, personal devices)
- Stage of development (conceptual, experimental, or final)

2. AUTOMATIC DESIGNATION

2.1. All private information, materials, communications, and intellectual property created by, for, or in connection with Bellande are automatically designated as Trade Secrets upon creation or receipt.

2.2. This automatic designation applies regardless of:

- The creator's intent or awareness
- Whether confidentiality markings are present
- The circumstances of creation or disclosure

3. UNAUTHORIZED DISCLOSURE AND LEGAL REMEDIES

3.1. Unauthorized Disclosure:

- Any disclosure of Trade Secrets without explicit written authorization from Bellande constitutes a violation
- Making Trade Secrets public through any means constitutes unauthorized disclosure
- Indirect disclosure through third parties is considered unauthorized disclosure

3.2. Legal Actions and Remedies:

- Bellande will pursue all available legal remedies for unauthorized disclosure
- Legal actions may include civil litigation and criminal prosecution
- Remedies may include injunctive relief, monetary damages, and criminal penalties
- Bellande may seek immediate court intervention to prevent further disclosure

3.3. Conversion to Licensed Material:

- Any Trade Secret made public through unauthorized disclosure remains Bellande's property
- Such material automatically falls under Bellande's Terms of Service and licensing requirements
- Public availability does not grant any rights or licenses to third parties
- Bellande retains all rights to control, modify, or remove such material

4. PROTECTION REQUIREMENTS

4.1. Security Measures:

- Implementation of physical security controls
- Use of encryption for digital information
- Access restricted to need-to-know basis
- Regular security audits and monitoring
- Secure disposal of materials containing Trade Secrets

4.2. Personnel Requirements:

- Background checks for access to Trade Secrets
- Confidentiality training
- Signed acknowledgment of this Agreement
- Regular compliance certifications
- Exit interviews and return of materials

5. PERMITTED DISCLOSURES

5.1. Disclosure is permitted only:

- With explicit written authorization from Bellande
- Under a signed non-disclosure agreement
- To the minimum extent necessary
- To authorized recipients with a need to know

5.2. Authorization Process:

- Written request detailing the information to be disclosed

- Purpose and recipients of disclosure
- Risk assessment and mitigation plan
- Approval from authorized Company officers
- Documentation of disclosure

6. DURATION OF PROTECTION

6.1. Trade Secret protection continues indefinitely until:

- Explicit written release by Bellande
- Information becomes publicly known through no fault of the recipient
- Protection is terminated

6.2. Post-Termination Obligations:

- Return or destruction of all Trade Secret materials
- Continued confidentiality obligations
- Certification of compliance
- Cooperation in protecting remaining Trade Secrets

7. OWNERSHIP AND RIGHTS

7.1. All Trade Secrets remain the exclusive property of Bellande, including:

- Original materials and information
- Derivatives and modifications
- Improvements and enhancements
- Applications and implementations

7.2. No Rights Granted:

- No license or rights are granted by disclosure
- No implied licenses or permissions
- No right to use or practice Trade Secrets
- No ownership or interest transfer

8. REPORTING AND COMPLIANCE

8.1. Duty to Report:

- Immediate reporting of suspected breaches
- Cooperation in investigations
- Documentation of incidents
- Assistance in remediation efforts

8.2. Compliance Monitoring:

- Regular audits and assessments

- Access logging and review
- Security measure verification
- Incident response testing

9. EMERGENCY MEASURES

9.1. In case of unauthorized disclosure:

- Immediate notification to Bellande
- Emergency containment procedures
- Evidence preservation
- Cooperation with legal actions

9.2. Recovery Actions:

- Removal of public information
- Cease and desist notices
- Technical countermeasures
- Legal enforcement actions

10. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction], without regard to its conflict of law provisions. Any disputes shall be subject to the exclusive jurisdiction of the courts of [Jurisdiction].

11. AMENDMENTS

Bellande reserves the right to modify this Agreement at any time. Modifications become effective immediately upon posting or notification.

12. CONTACT INFORMATION

For Trade Secret matters, contact:

Bellande Technologies Corporation Inc.

Legal Department - Trade Secrets

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