



**Management Systems**  
**Manual**  
**CONFIDENTIALITY AND**  
**NONDISCLOSURE**  
**AGREEMENT**  
Level 1 Manual

|           |                |
|-----------|----------------|
| Reference | <b>MSF 136</b> |
| Revision  | 01             |
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## CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

Stanmore Group relies on Electronic Messaging to communicate both internally to its employees and externally to existing clients, potential clients, suppliers, and other interested parties.

Stanmore Group provides electronic information and communication systems to facilitate its business needs and interests. These systems include individual computers, the computer network, electronic mail and access to the Internet. For the purposes of this policy these will collectively be known as "the System" and Stanmore Group as "the Company".

### A. COMPUTER & E-MAIL POLICY

#### 1. Personal Use

Personal or non-business use of the systems will be kept to a minimum and will not in any way inhibit or interfere with the performance of both the employees and the system. The setting up and implementation of personal e-mail accounts is strictly forbidden.

#### 2. Privacy

The System and all information contained in it (including computer files, e-mail messages, Internet access logs etc.) are the Company's property. It will be understood that this information is subject to the confidentiality set in the applicable Classification Levels which indicates which authorised employees will have access to data stored on the system.

It will also be understood that this information may be monitored, searched, reviewed, disclosed or intercepted by the company at any time and without prior notice for any legitimate purpose. Legitimate purposes will include:-

- a) Monitoring of performance;
- b) Ensuring compliance with company's policies;
- c) Prevention of misuse of the system;
- d) Troubleshooting of hardware and software problems;
- e) Compliance with legal and regulatory requests for information;
- f) Investigation of disclosure of confidential business, proprietary information, or conduct that may be illegal or adversely affect the company or its employees.

The company may also gain access to communications deleted from the system if deemed necessary.

#### 3. Use of the system

The Company's system will not be used to transmit or receive statements that contain any material that is offensive, defamatory, or threatening to others.



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The company expects its employees to display good judgement, common sense and respect for the Company when using the system. Stanmore Group relies on Electronic Messaging to communicate both internally to its employees and externally to existing clients, potential clients, suppliers, and other interested parties.

The system will not be used to communicate statements, messages or images consisting of sexually explicit material, ethnic slurs, or anything that may be construed as harassing, offensive or insulting to others.

The system will not be used to produce or distribute chain mail, operate a business, or make solicitations for personal gain, political or religious causes or outside organisations.

No communications will be made that attempt to hide the identity of the sender, or to represent the sender as someone else from the company.

The system will not be used to transmit or receive trade secrets, copyrighted materials or confidential information.

Unauthorised encrypting of messages and use of encryption tools is forbidden.

**B. INTERNET POLICY**

**1. Use of the Internet**

The Company has provided Internet access to its employees to facilitate communications with clients and others for business-related purposes and to enable employees to research and acquire information needed for activities directly related to the company.

Internet access will not be used to:

- a) Distribute or communicate confidential information, other than to customers, suppliers and other interested parties and only with their prior consent.
- b) Disseminate or print any copyrighted information in violation of copyright laws.
- c) Engage in any illegal activity.
- d) Download or distribute software without the prior permission of the Commercial director.
- e) Engage in any activity that may cause network congestion or significantly hamper the ability of others to access and use the system.

The system will not be used to communicate statements, messages or images consisting of sexually explicit material, ethnic slurs, or anything that may be construed as harassing, offensive or insulting to others.

The system will not be used to produce or distribute chain mail, operate a business, or make solicitations for personal gain, political or religious causes or outside organisations.



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No communications will be made that attempt to hide the identity of the sender, or to represent the sender as someone else from the company.

The system will not be used to transmit or receive trade secrets, copyrighted materials or confidential information.

Unauthorised encrypting of messages and use of encryption tools is forbidden.

#### Password Security

- a) Passwords will always be allocated by the Information Security Management Representative;
- b) They will be allocated to a specific individual for their access only to the identified system;
- c) They must not be shared with anyone else.

#### Good Practice

- d) Each member of staff will have a unique password for the system that they access;
- e) All computers will have a screen saver password activated with activation time no more than 5 minutes;
- f) Computers must be logged off the network when left unattended;
- g) Passwords must be removed when employees/engagers leave the company;
- h) It is not permitted to display passwords on the computer or in any other place with easy access;
- i) Only in exceptional circumstances may the password be written down and in such cases it must be retained in a secure place;
- j) Passwords must not be displayed on the screen as they are entered;
- k) Temporary passwords will remain in use for the absolute minimum of time;
- l) In there is a suspected breach of password use the incident will be reported and logged as required in the company Incident reporting procedures;
- m) Passwords will be a minimum of eight characters, at least one of which should be a numeric character;
- n) There will be no correlation between the password and the system being entered;



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- o) No elements of the password will relate to the user (family names, nicknames etc.).

**Password Maintenance**

- p) Passwords will be changed regularly (minimum six monthly);
- q) Re-use of passwords is not permitted;
- r) In the case of a suspected breach, the password will be changed immediately;
- s) Password software will require the entry of the old password before the new one is entered and accepted;
- t) New passwords will need to be entered twice;
- u) Password data will be held in encrypted format.

**C CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

The employees agrees to furnish Stanmore Group certain confidential information relating to ideas, inventions or products for the purposes of determining an interest in developing, manufacturing, selling and/or joint venturing;

The employees agrees to review, examine, inspect or obtain such confidential information only for the purposes described above, and to otherwise hold such information confidential pursuant to the terms of this Agreement.

BE IT KNOWN, that the employees has or shall furnish to Stanmore Group certain confidential information and may further allow Stanmore Group the right to discuss or interview representatives of the employees on the following conditions:

1. Stanmore Group agrees to hold confidential or proprietary information or trade secrets ("confidential information") in trust and confidence and agrees that it shall be used only for the contemplated purposes, shall not be used for any other purpose, or disclosed to any third party.
2. No copies will be made or retained of any written information or prototypes supplied without the permission of Stanmore Group.
3. At the conclusion of any discussions, or upon demand by Stanmore Group, all confidential information, including prototypes, written notes, photographs, sketches, models, memoranda or notes taken shall be returned to Stanmore Group.



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- 4. Confidential information shall not be disclosed to any employees, consultant or third party unless they agree to execute and be bound by the terms of this Agreement, and have been approved by Stanmore Group.
  
- 5. This Agreement and its validity, construction and effect shall be governed by English law

**EMPLOYEES ACKNOWLEDGEMENT**

By using the company's system and as a term and condition of employment, I acknowledge and consent to the company's right to access, search, audit, intercept or review individual computer or network files, e-mail messages and Internet activity at any time with or without specific notice.

I note that violation of the above policy may result in disciplinary action up to and including termination of employment.

Name:

Signed:

Date: 19.7.18

