

CONFIDENTIALITY, NON-DISCLOSURE, AND INTELLECTUAL PROPERTY AGREEMENT

This Agreement is entered into as of _____ day of _____, 20____ ("Effective Date").

1. PARTIES

Disclosing Party:	Receiving Party:
Acentle Inc	Full Legal Name: _____
13800 Coppermine Road	Residential Home Address (No P.O. Box): _____
#137	City/State/Postal Code: _____
Herndon, VA 20171	Country: _____
United States of America	Entity Type (if applicable): _____
	Email: _____
	Phone: _____

2. PURPOSE

Confidential Information is disclosed solely for the Authorized Purpose agreed in writing between the parties. Any other use is strictly prohibited.

3. CONFIDENTIAL INFORMATION

Confidential Information includes all non-public, proprietary, or sensitive information disclosed in any form, including but not limited to source code, object code, APIs, algorithms, AI models, technical documentation, business plans, financial data, contracts, customer/vendor data, trade secrets, security systems, research materials, and any derivative works. Protection applies whether marked confidential or not.

4. STRICT OBLIGATIONS

The Receiving Party shall:

- Use Confidential Information solely for the Authorized Purpose.
- Not disclose, copy, publish, upload, transmit, or distribute without prior written consent.
- Not reverse engineer, decompile, disassemble, or derive source code.
- Implement industry-standard safeguards.
- Restrict access on a documented need-to-know basis.
- Immediately notify Acentle Inc of any suspected or actual breach.

Unauthorized disclosure constitutes material breach and actionable misconduct.

5. PROHIBITION ON UNOFFICIAL COMMUNICATION

Confidential Information shall not be transmitted or stored through personal email accounts, messaging applications, personal cloud storage, unsecured personal devices, or unauthorized collaboration platforms. Presence of Confidential Information on such systems shall be presumed a material breach unless proven otherwise.

6. INTELLECTUAL PROPERTY OWNERSHIP

All work product, inventions, developments, software, code, documentation, processes, materials, improvements, or derivative works created in connection with Acentle Inc or using its Confidential Information shall be the sole and exclusive property of Acentle Inc.

7. AUTOMATIC ASSIGNMENT

The Receiving Party irrevocably assigns to Acentle Inc all worldwide rights, title, and interest in all intellectual property arising from such Work Product. Assignment is automatic upon creation.

8. WORK MADE FOR HIRE

All Work Product shall be deemed work made for hire to the maximum extent permitted by U.S. law and shall vest exclusively in Acentle Inc.

9. NO RETAINED RIGHTS

The Receiving Party retains no ownership, license, or usage rights in any Work Product.

10. NON-CIRCUMVENTION

For five (5) years, the Receiving Party shall not directly or indirectly engage, solicit, or transact with any customer, vendor, investor, or partner introduced through Acentle Inc without written consent.

11. IDENTITY VERIFICATION

As a condition of access to Confidential Information, the Receiving Party shall provide full legal name, residential home address, and a valid government-issued photo identification (Driver's License or Passport). Acentle Inc shall store such information securely and process it in accordance with applicable U.S. and Indian data protection laws.

12. TERM

This Agreement remains in effect for ten (10) years. Trade secrets, source code, proprietary algorithms, and security architecture remain protected indefinitely.

13. INJUNCTIVE RELIEF

Acentle Inc shall be entitled to injunctive relief, specific performance, monetary damages, punitive damages where permitted, and recovery of attorneys' fees without requirement of bond to the maximum extent permitted by applicable law.

14. UNITED STATES GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Virginia, USA. Disputes shall be resolved by binding arbitration in Virginia under the Federal Arbitration Act. The Parties acknowledge applicability of the U.S. Defend Trade Secrets Act (18 U.S.C. §1836).

15. INDIAN LAW COMPLIANCE AND ENFORCEMENT

To the extent Confidential Information is accessed, processed, or used within India, the Receiving Party agrees that this Agreement shall be enforceable under applicable Indian laws including but not limited to:

- Indian Contract Act, 1872
- Information Technology Act, 2000 and applicable Rules
- Digital Personal Data Protection Act, 2023
- Specific Relief Act, 1963
- Arbitration and Conciliation Act, 1996

Misuse of Confidential Information may also constitute civil and criminal liability under applicable Indian law including breach of trust and unauthorized access provisions where applicable. For enforcement within India, courts of competent jurisdiction shall recognize and enforce arbitral awards in accordance with the New York Convention and Indian arbitration law.

16. DTSA NOTICE

Under the U.S. Defend Trade Secrets Act (18 U.S.C. §1833(b)), individuals shall not be held liable for confidential disclosure made to a government official or attorney solely for reporting a suspected violation of law or in a sealed court filing.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements. Amendments must be in writing signed by Acentle Inc.

18. ELECTRONIC SIGNATURES

Electronic signatures shall be legally binding under U.S. and Indian law.

SIGNATURES

Acentle Inc Signature: _____ Name: _____ Title: _____ Date: _____	Receiving Party Signature: _____ Name: _____ Date: _____
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