



Software Consultancy & Development

We Develop The Future

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of the Effective Date by and between StartWise ("Receiving Party") and will be valid for the following 5 years since the date of signature. StartWise is a software company organized and existing under the laws of United States, incorporated in Delaware, and operating in Miami, with its principal place of business located at: 1001 Brickell Bay Dr, Miami, United States, and _____ ("Disclosing Party"), collectively referred to as the "Parties."

1. Purpose

The Receiving Party understands that the Disclosing Party has disclosed or may disclose information relating to the Disclosing Party's business, operations, or other proprietary data, which, to the extent previously, presently, or subsequently disclosed to the Receiving Party, is hereinafter referred to as "Confidential Information" of the Disclosing Party.

2. Confidential Information

Confidential Information includes, but is not limited to, any data, information, documents, software, technologies, operations, processes, product plans, designs, costs, prices, finances, marketing plans, business opportunities, personnel, research, development, and know-how that has been disclosed by the Disclosing Party to the Receiving Party, whether orally, in writing, or by any other means.

3. Non-disclosure and Non-use Obligations

The Receiving Party agrees to hold the Confidential Information in strict confidence and not to disclose the Confidential Information to any third party without the express written consent of the Disclosing Party. The Receiving Party further agrees not to use the confidential information for any purpose other than in connection with the provision of services as agreed with the Disclosing Party.

4. Exceptions

The confidentiality obligations set forth in this Agreement shall not apply to information that:

- (a) was publicly known at the time of disclosure by the Disclosing Party;
- (b) becomes publicly known through no wrongful act of the Receiving Party;
- (c) was in possession of the Receiving Party without restriction prior to disclosure by the Disclosing Party;
- (d) is received from a third party without breach of this Agreement;
- (e) is independently developed by the Receiving Party without use of the Confidential Information;
- or
- (f) is required by law to be disclosed.



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5. Term

The obligations of this Agreement shall remain in effect without an expiration date unless otherwise terminated by either party in accordance with the provisions of this Agreement.

6. Return of Confidential Information

Upon the termination of this Agreement, or upon the Disclosing Party's written request, the Receiving Party shall return or destroy all materials embodying the confidential information, including copies, recordings, and summaries stored in any form.

All access and collected materials will be disposed of up to 30 business days after the end of the project, or since the day the client made the request.

7. Recording of Communications

The Receiving Party may record calls, audio sessions, video conferences, or any other meetings (collectively, "Recordings") with the Disclosing Party. All Recordings shall be deemed Confidential Information of the Disclosing Party and subject to the non-disclosure and non-use obligations set forth in this Agreement.

1. Permitted Use. Recordings may be used by the Receiving Party for any purpose related to providing services under this Agreement.
2. Access Control. Access to Recordings will be strictly limited to those employees or contractors who need the information to perform their duties and who are bound by confidentiality obligations at least as protective as those in this Agreement.

8. Security & Confidentiality of Project Materials

Access to the project materials and final deliverables will be strictly limited to: (i) the Client; (ii) employees or contractors directly engaged in the provision of services for the project; or (iii) third parties specifically approved in advance by the Client in writing.

All project materials and deliverables will be stored and transmitted using commercially reasonable encryption methods. Access will be granted on a minimum-necessary basis.

In the event of a security breach affecting Client materials, the Service Provider shall notify the Client within seventy-two (72) hours of discovery and shall promptly provide details of the breach, mitigation measures, and corrective actions.



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9. No License

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any of the Confidential Information disclosed under this Agreement.

10. Miscellaneous

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. This Agreement may only be amended in writing and signed by both Parties. This Agreement is binding upon and shall insure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the signature date which will be logged on the system

StartWise (Receiving Party)

Signature:

Client or Partner or Company name (Disclosing Party)

Full name:

Signature:
