

Node Company for Software Solution

Custom Software Development • Web Platforms • FinTech Solutions

No:
Date:
Version:

NDA-00025
9/9/2025
1.0

1. Parties

This Mutual Non-Disclosure Agreement ("Agreement") is entered into between Node Company for Software Solution ("Company") and the counter-signing client or partner ("Recipient"). Each may be referred to as a "Party" and collectively the "Parties".

2. Definition of Confidential Information

"Confidential Information" means all non-public information disclosed in any form (written, oral, electronic, visual, demonstrative, samples) including but not limited to source code, product roadmaps, data models, business processes, financial data, credentials, architectural diagrams, customer information, analytics, pricing, and technical know-how.

3. Exclusions

Confidential Information does not include information that (a) becomes public through no breach; (b) is received from a third party without duty of confidentiality; (c) was independently developed without reference to the other Party's information; or (d) was rightfully known prior to disclosure.

4. Purpose Limitation

Recipient shall use Confidential Information solely for evaluation, integration, or collaboration directly related to the business relationship between the Parties and for no other purpose.

5. Non-Disclosure & Protection

Recipient agrees to: (i) protect Confidential Information with at least the same care used for its own sensitive data (and not less than reasonable care); (ii) restrict access to personnel with a strict need-to-know; (iii) not copy, reverse engineer, decompile, disassemble, or create derivative works except as explicitly authorized in writing.

6. Security & Code Integrity

Any attempt to modify, patch, refactor, extract, or partially reuse source code provided under a separate Software Development Agreement without written authorization voids any implied warranties, maintenance obligations, or service commitments by the Company.

7. Return / Destruction

Upon written request or termination of discussions, Recipient shall promptly return or securely destroy all Confidential Information, including derived notes or summaries, and certify completion in writing upon request.

8. No License

No intellectual property rights are granted or implied by this Agreement except the limited right to evaluate and internally use Confidential Information for the stated Purpose.

9. Governing Law

This Agreement is governed by the same governing law provision referenced in the Software Development Agreement unless otherwise specified in writing.

10. Non-Disclosure of Source Code by Company

The Company shall not disclose or provide copies of the project source code to any third party (including subcontractors) without the Client's prior written consent, except for internal personnel under binding confidentiality obligations strictly necessary to perform agreed services. Any approved external recipient must be subject to confidentiality terms no less protective than this Agreement.

11. Entire Agreement

This NDA constitutes the entire understanding regarding confidentiality between the Parties and supersedes prior confidentiality discussions. Amendments must be in a signed writing.

Company Signature

Name: _____
Title: _____
Date: _____

Recipient Signature

Name: _____
Title: _____
Date: _____