

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into between:

THE CLIENT (Disclosing Party): The signing party who shares the information and source code subject to this Agreement.

THE DEVELOPER (Receiving Party): **Facundo Vargues** (ID 24197074) and **Santiago Habib** (ID 33345745), who receive the information and source code for the purposes described in this Agreement.

Both hereinafter referred to as "**The Parties.**"

1. Purpose

The purpose of this Agreement is to protect the confidentiality of the information and source code that the Disclosing Party provides to the Receiving Party for the completion, repair, optimization, and/or deployment of the project requested under the Fix MVP service.

2. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means any information, data, source code, code snippets, databases, access credentials, repositories, technical documentation, graphics, business strategies, files, or any other material provided by the Disclosing Party, whether in physical or digital form, that is not publicly available.

3. Obligations of the Receiving Party

The Receiving Party agrees to:

- a) Use the Confidential Information solely for the purposes of fulfilling the service described in this Agreement.
- b) Not disclose, share, transfer, or make available the Confidential Information to any third party without the written authorization of the Disclosing Party.
- c) Maintain the source code and related materials in secure environments protected against unauthorized access.
- d) Delete all Confidential Information from its systems within [X] days after the service is completed, unless expressly authorized to retain it.
- e) Not use any part of the code, in whole or in part, for its own purposes or for other clients.

4. Exclusions

Confidential Information does not include information that:

- a) Becomes public without breach of this Agreement.
- b) Was developed independently by the Receiving Party without access to the Confidential Information.
- c) Is required to be disclosed by law or by a competent authority (with prior notice to the Disclosing Party).

5. Intellectual Property

All code, deliverables, and final results developed under this Agreement shall be the exclusive property of the Disclosing Party, unless otherwise agreed in writing.

6. Term

The confidentiality obligations of this Agreement shall remain in effect for five (5) years from the date of signing, even after the termination of the contractual relationship.

7. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of [Country], and any disputes shall be resolved in the competent courts of [City].