Contractor Non-Disclosure Agreement

NDA # LDG-NDA-27-08

DATE Aug 2, 2027

EFFECTIVE DATE Aug 9, 2027

BETWEEN
Ledgerly, Inc.
Priya Raman
+1 206 555 0152
legal@ledgerly.example
1201 Third Ave, Floor 22, Seattle, WA 98101

AND
Northwind Dev Studio LLC
Owen Larsen
+1 503 555 0114
owen@northwinddev.example
1022 SW Morrison St, Portland, OR 97205

Why this agreement

Northwind will build the card payments module of Ledgerly's mobile app and needs access to code and systems to do it.

DIRECTION
One-way
Ledgerly discloses

ENGAGEMENT
Aug–Dec 2027
Under SOW-2027-06

TEAM
4 people
Named in the SOW

LASTS
3 years
After the work ends

SOURCE CODE
Longer
While it is a trade secret

CUSTOMER DATA
None
Test data only

Access Ledgerly grants

SYSTEM	ACCESS	REMOVED
Code repositories	Mobile app and payments service, write	On the last day of work
Staging environment	Deploy and logs, test data only	On the last day of work
Production	No access	–
Chat and tickets	Project channels only	7 days after the last day

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Confidential information

1. Purpose

1.1 Ledgerly, Inc. (the Company) shares Confidential Information with Northwind Dev Studio LLC (the Contractor) only so that the Contractor can perform statement of work SOW-2027-06 (the Purpose).

2. What is confidential

2.1 Source code, architecture, APIs, security designs, keys and credentials, product plans, partner and bank agreements, and any data in the Company's systems, whether or not marked confidential.

2.2 Work the Contractor creates under the SOW is also Confidential Information of the Company.

3. Customer data

3.1 The Contractor will not be given and must not seek access to real customer or cardholder data. If it ever sees such data, it stops, tells the Company at once and deletes any copy.

4. Exclusions

4.1 Information that is public through no fault of the Contractor, that the Contractor already knew, or that it developed independently without using Confidential Information, as its records show.

4.2 Open-source code is not confidential, but how the Company uses it may be.

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Security obligations

5. Accounts and devices

5.1 Use only accounts the Company issues, with multi-factor sign-in, on encrypted devices with current security updates. No Company code in personal repositories or personal cloud storage.

6. AI tools

6.1 Do not paste Company code or Confidential Information into AI tools that keep or train on what they are given. The Company lists the AI coding tools that may be used.

7. People

7.1 Only the team named in the SOW may access Confidential Information. Each signs the Contractor's own confidentiality terms at least as strict as these. Subcontractors need the Company's written approval.

8. Incidents

8.1 Tell security@ledgerly.example within 24 hours of any suspected loss, leak or unauthorized access, and help the Company investigate.

What the team will see

The team works in the staging copy of the merchant dashboard and the mobile app, filled with generated test merchants and transactions. Real customer data never leaves production.



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When the work ends

Within 10 days of the last day of work.



STEP 1

Access removed

The Company removes repository, staging and chat access.



STEP 2

Code returned

All work is pushed to Company repositories; nothing kept locally.



STEP 3

Copies deleted

Local copies, notes and test data deleted from all devices.



STEP 4

Certificate

An officer of the Contractor signs a deletion certificate.

Before anyone gets access

- ☐ This agreement signed by both parties
- ☐ Each team member named in the SOW
- ☐ Multi-factor sign-in set up on Company accounts
- ☐ Security onboarding call, 30 minutes

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General terms

9. Term

9.1 The Contractor's duties last for 3 years after the work under the SOW ends, and for source code and other trade secrets for as long as they remain trade secrets.

10. Remedies

10.1 A breach could cause harm that money cannot fully repair, so the Company may ask a court for an injunction as well as damages.

11. No license

11.1 Sharing Confidential Information does not grant any license to it. Ownership of work product is set by the SOW and the master services agreement.

12. Governing law

12.1 This agreement is governed by the laws of the State of Washington, and disputes are heard in King County courts.

Signed

Please sign by Aug 9, 2027 so access can be set up for the first sprint.

CUSTOMER	SUPPLIER
_____	_____
SIGNATURE	SIGNATURE
Northwind Dev Studio LLC	Ledgerly, Inc.
Name: _____	Name: _____
Date: ____ / ____ / _____	Date: ____ / ____ / _____

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