



# NON DISCLOSURE AGREEMENT (NDA)

Last Updated: 29/01/2026

This Agreement applies to all collaborators, contractors, partners, and individuals with access to Quantisca confidential information

## 1. Parties

This Non Disclosure Agreement (“Agreement”) is entered into between:

Quantisca (“Disclosing Party”) and The Recipient (“Receiving Party”, “Recipient”, “you”).

Together referred to as “Parties”.

## 2. Purpose

The Recipient may receive access to certain confidential, proprietary, or sensitive information belonging to Quantisca for the purpose of:

- collaboration,
- development,
- testing,
- consulting,
- partnership,
- or any other authorized business activity.

This Agreement governs the protection of such information.

## 3. Definition of Confidential Information

“Confidential Information” includes, but is not limited to:

### 3.1. Technical Information

- source code, compiled code, algorithms
- Expert Advisors (EAs), indicators, scripts
- trading logic, strategies, methodologies
- internal tools, systems, and processes
- prototypes, unreleased features, and test builds

### 3.2. Business Information

- business plans, roadmaps, internal documents
- pricing models, licensing systems
- marketing strategies and materials
- client lists, partner lists, communications

### 3.3. Creative & Intellectual Property

- branding, logos, visual identity
- educational materials, documentation
- design assets, graphics, layouts

### 3.4. Operational Information

- infrastructure details
- security mechanisms
- server configurations
- internal workflows

Confidential Information includes all information disclosed in any form: written, verbal, digital, visual, or otherwise.

## 4. Exclusions

Confidential Information does not include information that:

- is publicly available through no fault of the Recipient
- was lawfully obtained from a third party without breach
- was independently developed without using Quantisca information
- is required to be disclosed by law (with prior notice to Quantisca)

The burden of proof lies with the Recipient.

## 5. Obligations of the Recipient

The Recipient agrees to:

### 5.1. Non Disclosure

- keep all Confidential Information strictly confidential
- not disclose it to any third party without written permission
- not publish, share, or upload it anywhere

### 5.2. Non Use

- use Confidential Information solely for authorized purposes
- not use it to create competing products
- not use it for personal gain outside the agreed scope

### 5.3. Protection

- store information securely
- prevent unauthorized access
- notify Quantisca immediately of any breach or suspicion

### 5.4. Return or Destruction

Upon request, the Recipient must:

- return all Confidential Information, or
- permanently delete all copies

and certify in writing that no copies remain.

## 6. Prohibited Actions

The Recipient is strictly prohibited from:

- reverse engineering any Quantisca software
- copying or reproducing Confidential Information
- sharing access credentials
- distributing or reselling Quantisca assets
- creating derivative works
- analyzing Quantisca algorithms for competitive purposes
- disclosing internal strategies or processes
- using Confidential Information after termination of cooperation

Any violation may result in legal action.

## 7. Intellectual Property Rights

All Confidential Information remains the exclusive property of Quantisca.

Nothing in this Agreement grants the Recipient:

- ownership rights
- licensing rights
- rights to modify, distribute, or commercialize
- rights to create derivative works

## 8. Term and Duration

This Agreement:

- becomes effective immediately upon acceptance, and
- remains in force indefinitely, including after cooperation ends.

Confidentiality obligations survive termination permanently.

## 9. Remedies and Enforcement

Quantisca reserves the right to:

- seek injunctive relief

- pursue financial damages
- terminate cooperation immediately
- revoke access to systems and materials
- take legal action in the appropriate jurisdiction

The Recipient acknowledges that unauthorized disclosure may cause irreparable harm.

## 10. No Warranty

Quantisca makes no warranties regarding the accuracy or completeness of Confidential Information.

The Recipient assumes all risks associated with its use.

## 11. Governing Law and Jurisdiction

This Agreement is governed exclusively by the laws of:

[chosen jurisdiction: Estonia / UK / UAE]

All disputes shall be resolved exclusively in the courts of that jurisdiction.

The Recipient consents to this jurisdiction.

## 12. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements regarding confidentiality.

## 13. Amendments

Quantisca may update this Agreement at any time. Continued cooperation constitutes acceptance of the updated version.

## 14. Signatures

By accessing or receiving Confidential Information, the Recipient agrees to all terms of this Agreement.