

Non-Disclosure & Confidentiality Agreement (NDA)

VeraFide Staff Global Solutions

Effective Date: May 2026

Last Updated: May 2026

1. Purpose of Agreement

This Non-Disclosure & Confidentiality Agreement (“Agreement” or “NDA”) is entered into for the purpose of protecting confidential, proprietary, operational, technical, financial, and business information shared between VeraFide Staff Global Solutions (“VeraFide Staff,” “Company,” “we,” or “our”) and any client, contractor, partner, employee, consultant, vendor, or third party (“Receiving Party”).

This Agreement establishes the obligations and responsibilities related to the handling, protection, and use of confidential information exchanged during discussions, negotiations, projects, partnerships, or operational activities.

2. Parties Covered

This Agreement applies to:

- Clients
- Prospective clients
- Employees
- Contractors
- Freelancers
- Consultants
- Vendors
- Agency partners
- Remote team members
- Strategic partners
- Third-party collaborators

who may receive or access confidential information associated with VeraFide Staff Global Solutions.

3. Definition of Confidential Information

“Confidential Information” includes any non-public information disclosed verbally, digitally, visually, operationally, or in written form, including but not limited to:

Business Information

- Business strategies
 - Operational systems
 - SOPs
 - Workflows
 - Pricing structures
 - Internal documents
 - Expansion plans
 - Financial information
 - Team structures
 - Client lists
 - Vendor relationships
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Client Information

- Customer data
 - CRM records
 - Ecommerce information
 - Sales reports
 - Marketing strategies
 - Customer support data
 - Internal communications
 - Credentials and account access
 - Proprietary business processes
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Technical Information

- Databases
 - Software systems
 - Automation workflows
 - Security systems
 - API credentials
 - Internal tools
 - Infrastructure documentation
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Intellectual Property

- Branding materials
 - Templates
 - Internal methodologies
 - Frameworks
 - Reports
 - Training systems
 - Research
 - Data labeling methodologies
 - AI workflow systems
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4. Obligations of Receiving Party

The Receiving Party agrees to:

- Maintain strict confidentiality
 - Protect disclosed information using reasonable safeguards
 - Use confidential information solely for authorized business purposes
 - Prevent unauthorized access or disclosure
 - Restrict access only to approved personnel
 - Avoid copying, sharing, or distributing confidential information without written authorization
 - Immediately notify VeraFide Staff of any suspected breach or unauthorized access
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5. Non-Disclosure Requirements

The Receiving Party shall not:

- Share confidential information publicly
- Disclose information to competitors
- Use information for personal gain
- Reverse engineer systems or workflows
- Replicate proprietary operational structures
- Share client data externally
- Distribute internal documents or credentials

unless explicitly authorized in writing.

6. Use Limitation

Confidential information may only be used for:

- Approved projects
- Operational collaboration
- Contractual obligations
- Service delivery
- Authorized business activities

Any use outside approved purposes is strictly prohibited.

7. Protection of Client Data

VeraFide Staff recognizes the importance of protecting client confidentiality and business-sensitive information.

We implement operational and administrative safeguards including:

- Restricted access systems
- Internal confidentiality policies
- Password protection procedures
- Limited-access workflows
- Role-based permissions
- Staff confidentiality obligations

All personnel associated with VeraFide Staff may be required to comply with confidentiality obligations.

8. Exclusions from Confidential Information

Confidential Information does not include information that:

- Is publicly available through lawful means
- Was already known prior to disclosure
- Is independently developed without use of confidential materials
- Is lawfully obtained from a third party without restriction
- Is required to be disclosed by law or court order

provided reasonable notice is given where legally permitted.

9. Ownership of Information

All confidential information remains the exclusive property of the disclosing party.

Nothing in this Agreement grants:

- Ownership rights
- Intellectual property rights
- Licensing rights
- Commercial rights

unless explicitly agreed in writing.

10. Return or Destruction of Information

Upon request or termination of the business relationship, the Receiving Party agrees to:

- Return confidential materials
- Permanently delete digital copies where required
- Remove unauthorized stored data
- Confirm destruction if requested

except where retention is legally required.

11. Non-Solicitation

The Receiving Party agrees not to:

- Directly solicit VeraFide Staff personnel
- Recruit team members
- Circumvent the company structure
- Bypass operational agreements

without prior written approval.

This provision may survive termination of business relationships for a commercially reasonable period.

12. Data Security & Digital Access

Any credentials, system access, databases, or internal operational tools provided during collaboration:

- Must remain confidential
- Must not be shared externally
- Must not be reused outside authorized purposes
- Must be protected against unauthorized access

The Receiving Party is responsible for maintaining reasonable digital security practices.

13. Third-Party Disclosure Restrictions

Confidential information may not be disclosed to third parties unless:

- Authorized in writing
 - Operationally necessary
 - Legally required
 - Covered under equivalent confidentiality obligations
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14. Duration of Confidentiality Obligations

Confidentiality obligations shall continue:

- During active collaboration
- After project completion
- Following contract termination
- Following employment or contractor relationships

for a commercially reasonable duration or as required by applicable agreements.

15. Breach of Agreement

Any unauthorized disclosure, misuse, or breach of this Agreement may result in:

- Immediate termination of access
- Contract termination
- Legal action

- Financial damages claims
- Injunctive relief
- Operational restrictions

VeraFide Staff reserves the right to pursue appropriate remedies available under applicable law.

16. Limitation of Rights

This Agreement does not:

- Require mandatory project engagement
- Guarantee future business relationships
- Create employment relationships
- Transfer ownership of intellectual property

unless separately agreed in writing.

17. Independent Contractor Status

Unless otherwise agreed:

- Parties remain independent entities
- No partnership or joint venture is created
- No agency relationship is implied

through this Agreement alone.

18. International Operations

As VeraFide Staff operates globally, confidential information may be processed across international operational environments.

All parties acknowledge the international nature of modern outsourcing and remote collaboration systems.

19. Force Majeure

Neither party shall be liable for delays or failures caused by circumstances beyond reasonable control, including:

- Internet disruptions
- Infrastructure failures
- Political instability
- Cybersecurity incidents
- Natural disasters
- Government restrictions
- Global emergencies

provided reasonable mitigation efforts are made.

20. Governing Principles

This Agreement is based on principles of:

- Professional integrity
 - Ethical business conduct
 - Confidentiality
 - Operational security
 - Long-term trust
 - Responsible collaboration
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21. Amendments

VeraFide Staff reserves the right to update or revise this policy where necessary.

Updated versions become effective upon publication or written communication.

22. Contact Information

For confidentiality or legal inquiries:

VeraFide Staff Global Solutions

Email: Support@verafidestaff.com

Website: <https://verafidestaff.com>

23. Entire Understanding

This Agreement represents the complete understanding regarding confidentiality obligations between parties unless superseded by signed contractual agreements.

Disclaimer

This document is provided for general business and operational purposes and should be reviewed by a qualified legal professional before official commercial, contractual, or jurisdiction-specific use.