



**CONFIDENTIAL**  
**Non-Disclosure & Data Protection Agreement**  
Naserian Axis Consulting LLC | Version 1.0

# NON-DISCLOSURE & DATA PROTECTION AGREEMENT

Vendor & Third-Party Confidentiality Agreement | Naserian Axis Consulting LLC

Agreement No. <b>NAC-NDA-2026-001</b>	Effective Date <b>30 March 2026</b>	Review Date <b>30 March 2027</b>	Jurisdiction <b>State of Minnesota, USA</b>
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## PARTIES TO THIS AGREEMENT

<p><b>DISCLOSING PARTY</b></p> <p><b>Naserian Axis Consulting LLC</b> Minnesota-registered LLC EIN: 41- 4630875 202 N Cedar Ave STE #1 Owatonna Minnesota 55060 United States</p>	<p><b>RECEIVING PARTY (VENDOR)</b></p> <p>Full Legal Name: <u>Ignas Y. Bangi</u> Trading Name: <u>Ignas Y. Bangi</u> Address: <u>Dar es salaam, Tanzania</u> Contact telephone: <u>+255752416469</u> Email: <u>ignasbangi255@gmail.com</u></p>
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**NATURE OF SERVICES / ENGAGEMENT:**  
The Receiving Party is engaged to provide the following services to Naserian Axis Consulting LLC:  
***IT support and Website Development Services***

## RECITALS

This Non-Disclosure and Data Protection Agreement ("Agreement") is entered into between Naserian Axis Consulting LLC ("Naserian Axis" or "Disclosing Party") and the Vendor identified above ("Receiving Party"), collectively referred to as the "Parties."

In connection with the services described above, the Receiving Party may have access to confidential, proprietary, and personal data belonging to Naserian Axis, its clients, beneficiaries, partners, and funders. The Parties agree that all such information shall be handled strictly in accordance with the terms of this Agreement.



## 1. DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

- (a) "Confidential Information" means any and all non-public information disclosed by Naserian Axis to the Receiving Party, whether in written, oral, electronic, or any other form, including but not limited to: strategic plans, client identities and data, beneficiary data, financial records, grant and donor information, intellectual property, methodologies, proposals, reports, pricing, software tools, AI systems, product designs, and internal policies.
- (b) "Personal Data" means any information relating to an identified or identifiable natural person, including names, contact details, location data, financial data, health information, or any data that could identify an individual directly or indirectly.
- (c) "Naserian Products" means any tools, frameworks, methodologies, digital products, templates, databases, training materials, or intellectual property created, owned, or licensed by Naserian Axis Consulting LLC.
- (d) "Unauthorised Disclosure" means any transfer, sharing, publication, or use of Confidential Information or Personal Data outside the scope of this Agreement, including fraudulent use, data brokering, or disclosure to third parties without prior written consent.
- (e) "Data Breach" means any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Confidential Information or Personal Data.

## 2. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party agrees to:

- (a) Keep all Confidential Information and Personal Data strictly confidential and not disclose it to any third party without the prior written consent of Naserian Axis.
- (b) Use Confidential Information solely for the purpose of performing the agreed services and for no other purpose whatsoever.
- (c) Not reproduce, copy, reverse-engineer, adapt, sell, license, or otherwise exploit any Naserian Products or Confidential Information for commercial or personal gain.
- (d) Implement and maintain appropriate technical and organisational security measures to protect Confidential Information and Personal Data against unauthorised access, disclosure, alteration, or destruction.
- (e) Immediately notify Naserian Axis in writing (within 24 hours) upon becoming aware of any actual or suspected Data Breach, Unauthorised Disclosure, or misuse of Confidential Information.
- (f) Not transfer any Personal Data outside the United States or to any international jurisdiction without the prior written consent of Naserian Axis and in compliance with applicable data protection laws.
- (g) Upon termination of the engagement or upon request, promptly return or destroy all Confidential Information and Personal Data in its possession and certify in writing that it has done so.

## 3. PROHIBITED ACTIVITIES — ANTI-FRAUD & DATA MISUSE

The following activities are strictly prohibited and constitute material breach of this Agreement:

- Sharing, selling, or transferring Naserian Axis client lists, beneficiary data, or any personal data to any third party
- Using Confidential Information to compete with or solicit clients or partners of Naserian Axis
- Impersonating Naserian Axis or its personnel in any communication or transaction
- Copying, reproducing, or distributing Naserian Products or intellectual property without authorisation



- Accessing systems, files, or data beyond what is strictly necessary for the agreed services
- Making fraudulent financial representations using Naserian Axis's name, EIN, or banking information
- Retaining copies of Confidential Information beyond the term of engagement

#### 4. DATA PROTECTION & COMPLIANCE

The Receiving Party shall comply with all applicable data protection and privacy laws, including but not limited to the Minnesota Government Data Practices Act, applicable US federal privacy laws, and — where cross-border data transfers are involved — the General Data Protection Regulation (GDPR) or any equivalent legislation in the relevant jurisdiction.

The Receiving Party shall:

- (a) Process Personal Data only on documented written instructions from Naserian Axis.
- (b) Ensure that any personnel with access to Confidential Information or Personal Data are bound by written confidentiality obligations no less stringent than those in this Agreement.
- (c) Not engage any sub-processors or sub-contractors in connection with the services without the prior written consent of Naserian Axis.
- (d) Maintain a record of all processing activities carried out on behalf of Naserian Axis.
- (e) Co-operate fully with any audit, investigation, or data protection assessment carried out by Naserian Axis or a competent supervisory authority.

#### 5. INTELLECTUAL PROPERTY & NASERIAN PRODUCTS

Nothing in this Agreement transfers any ownership of Naserian Axis's intellectual property to the Receiving Party. All Naserian Products, tools, frameworks, content, data, and methodologies remain the sole and exclusive property of Naserian Axis Consulting LLC. The Receiving Party acquires no rights, licences, or interests in any Naserian Product by virtue of access granted under this Agreement.

#### 6. TERM & SURVIVAL

This Agreement shall take effect on the Effective Date and shall remain in force for the duration of the engagement plus five (5) years thereafter, or indefinitely with respect to Personal Data and trade secrets. Obligations under Clauses 1, 2, 3, 4, 5, and 7 shall survive the termination or expiry of this Agreement.

#### 7. REMEDIES & CONSEQUENCES OF BREACH

The Receiving Party acknowledges that any breach of this Agreement may cause immediate and irreparable harm to Naserian Axis for which monetary damages may be an inadequate remedy. Accordingly, in the event of a breach or threatened breach, Naserian Axis shall be entitled to:

- (a) Seek injunctive or other equitable relief without the requirement to post any bond or other security.
- (b) Claim liquidated damages of no less than USD \$10,000 per incident of Unauthorised Disclosure or fraudulent misuse of Confidential Information, without prejudice to any greater damages recoverable at law.
- (c) Immediately terminate the engagement and any outstanding payment obligations to the Receiving Party.
- (d) Report the breach to applicable law enforcement authorities and regulatory bodies.

#### 8. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, United States of America. Any disputes arising under this Agreement shall first be submitted to good-faith mediation. If



unresolved within thirty (30) days, disputes shall be referred to binding arbitration under the rules of the American Arbitration Association in Minneapolis, Minnesota.

**9. ENTIRE AGREEMENT & AMENDMENTS**

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions, representations, and agreements relating to confidentiality and data protection. No amendment to this Agreement shall be valid unless made in writing and signed by authorised representatives of both Parties.

**10. SEVERABILITY**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

**ACKNOWLEDGEMENT & EXECUTION**

By signing below, the Parties confirm that they have read, understood, and agree to be legally bound by the terms of this Non-Disclosure and Data Protection Agreement. The Receiving Party acknowledges that breach of this Agreement may result in civil liability, termination of engagement, and referral to law enforcement authorities.

**FOR NASERIAN AXIS CONSULTING LLC**

**FOR THE RECEIVING PARTY (VENDOR)**

Signed by:  
  
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Authorised Signatory  
Iman R Hatibu | Co-Founder | Business Development & Operations Lead  
30 March 2026

Print Name:  
IMAN R. HATIBU  
Title: Business Development & Operations Lead

Authorised Signatory  
Ignas Y. Bangi  
30 March 2026

Print Name:  
IGNAS Y. BANGI  
Title: Software Engineer & Website Developer

**WITNESS**

Witness Signature   
Witness Name: Jamila Lugeimbe  
Date: 30 March 2026

Witness Signature \_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**Naserian Axis Consulting LLC**

African women-led • Context-grounded • Evidence-based