

SalsaMusicPlaylist

Confidentiality Agreement (Web-NDA)

Version 1.1 – Extended Technical Coverage

Access to Confidential Project Materials

To access confidential materials relating to the SalsaMusicPlaylist project, including investor documentation and technical information, the following Confidentiality Agreement applies.

After review and approval, access credentials may be provided separately.

Confidentiality Agreement (Web-NDA)

Between

SalsaMusicPlaylist (in formation)
Föhrlibuckstrasse 3
8600 Dübendorf
Switzerland

– hereinafter the “Disclosing Party” –

and

the individual or legal entity submitting the NDA request form
(name, company, address, email, position)

– hereinafter the “Recipient” –

Electronic Acceptance

This Agreement is concluded electronically.

By submitting the NDA request form and confirming acceptance, the Recipient legally agrees to be bound by the terms of this Agreement and confirms being authorized to do so on behalf of the named individual or entity.

Electronic acceptance shall have the same legal effect as a handwritten signature.

1. Confidential Information

“Confidential Information” means all oral, written, or electronic information relating to the SalsaMusicPlaylist project, including but not limited to:

- business model and strategies
- financial models or projections
- system architecture and technology stack
- technical roadmaps
- market and user data
- pitch decks and presentations
- internal documents and project files
- login credentials and passwords
- watermarks or tracking information
- communication records
- any material marked CONFIDENTIAL

Extended coverage includes, without limitation:

- prototype, demo, or MVP applications
 - database structures (including Airtable / Supabase schemas)
 - source code
 - Python ETL and AI scripts
 - prompt templates
 - training data
 - automated workflows
 - UI/UX design files
 - system diagrams
 - technical documentation
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2. Purpose

The Recipient may use Confidential Information solely for the purpose of evaluating a potential investment, partnership, or collaboration with SalsaMusicPlaylist.

The following are strictly prohibited:

- publication or disclosure
 - copying or downloading without authorization
 - reverse engineering
 - automated scraping
 - benchmarking
 - use to develop competing products
 - training of AI or machine learning systems on the materials
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3. Disclosure to Third Parties

Disclosure is permitted only to employees or professional advisors of the Recipient on a strict need-to-know basis, provided they are bound by confidentiality obligations at least equivalent to this Agreement.

The Recipient remains fully liable for any breach by such persons.

4. Protective Measures

The Recipient shall protect Confidential Information with at least reasonable care, no less than that used to protect its own confidential information.

Where technically enforced, read-only access may apply. Downloading, printing, screenshots, or forwarding may be restricted.

Any security incident or unauthorized access must be reported immediately.

5. Access Credentials

Any password or access credential provided:

- is personal and non-transferable
- may be time-limited
- may be revoked at any time

The Disclosing Party may log access activity and rotate credentials periodically.

Loss or compromise of credentials must be reported without delay.

6. Exceptions

Confidentiality obligations do not apply to information that:

- a) becomes publicly available without breach of this Agreement
 - b) was lawfully known prior to disclosure
 - c) is lawfully obtained from a third party without confidentiality obligation
 - d) must be disclosed by law or court order (with prior notice where legally permitted)
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7. Return or Deletion

Upon request or termination of discussions, the Recipient shall delete or destroy all Confidential Information, including copies and notes, where reasonably feasible, and confirm such deletion in writing.

One archival copy may be retained solely for legal compliance purposes.

8. Duration

This Agreement becomes effective upon electronic acceptance.

The confidentiality obligations remain in force for three (3) years from acceptance and survive for an additional two (2) years following expiry.

9. Intellectual Property Rights

All intellectual property rights, database rights, and copyrights remain exclusively with the Disclosing Party.

No license or transfer of rights is granted by this Agreement.

Public statements concerning the project or discussions require prior written consent.

10. Data Protection (Swiss DSG / EU GDPR)

The Recipient acknowledges that personal data submitted (e.g., name, email, company, role, communication data) may be processed for the purpose of:

- reviewing the NDA request

- granting or denying access
- logging and compliance documentation
- communication regarding potential cooperation

Legal basis: legitimate interest (Art. 6 para. 1 lit. f GDPR) and consent.

Data is processed in Switzerland and/or the European Union.

Personal data will be deleted after fulfillment of its purpose or within 24 months of last access, unless longer retention is required by law.

For data protection inquiries: legal@salsamusicplaylist.com

11. Remedies

The Recipient acknowledges that breach of this Agreement may cause irreparable harm.

The Disclosing Party shall be entitled to seek injunctive relief and damages in accordance with applicable law.

12. Governing Law and Jurisdiction

This Agreement is governed by Swiss law.

Exclusive jurisdiction: Zurich, Switzerland.

13. Non-Solicitation (Optional)

During discussions and for a period of twelve (12) months thereafter, the Recipient shall not actively solicit employees, curators, or key partners of the Disclosing Party.

Place/Date: Electronic

Disclosing Party:

SalsaMusicPlaylist (in formation)

Claude David Fessel, Founder

Recipient:

As identified in the electronic submission form