

ONE-WAY NON-DISCLOSURE AGREEMENT

FinanceOCR (Sifa Tech LLC)

Pre-Sign-Off Structural Diagnostic

Effective upon countersignature by Client · Version 2.1 · May 2026

Note to Reviewing Counsel: This is a one-way NDA — confidentiality obligations run solely from FinanceOCR (Processor) to your firm (Client). Your firm has no confidentiality obligations to FinanceOCR under this agreement. The pre-signature below by FinanceOCR's founder constitutes Processor's binding commitment. Client countersignature activates the agreement as a fully executed instrument.

PARTIES

PROCESSOR	CLIENT
FinanceOCR (Sifa Tech LLC) 1001 Wilshire Blvd, Los Angeles, CA 90017 emmanuel@financeocr.com · (916) 477-8427 financeocr.com	_____ Firm name _____ Primary state of operations
EFFECTIVE DATE	
Upon countersignature by Client, or first use of the diagnostic service, whichever occurs first.	

RECITALS

Client engages Processor to perform pre-sign-off structural integrity analysis on tax export files using the FinanceOCR diagnostic service (the "Service"). In connection with that engagement, Client will provide files containing confidential financial, tax, and client data (collectively, "Confidential Information"). Processor agrees to the following binding confidentiality obligations as a condition of receiving access to any such Confidential Information.

1 Confidentiality Obligations

(a) Duty of Confidentiality. Processor shall maintain the confidentiality of all Confidential Information with at least the same standard of care it applies to its own most sensitive information, and in no event less than reasonable care. Processor shall comply with the confidentiality standards of AICPA Code of Professional Conduct §1.700.001 as if Processor were a member firm bound by such standards, regardless of whether Processor is actually subject to AICPA jurisdiction.

(b) No Retention or Re-Use. Processor expressly waives any right to retain, copy, archive, or re-use any Confidential Information for any purpose beyond the immediate processing necessary to generate the requested diagnostic outputs and associated workpaper artifacts. All source file content is processed exclusively in the Client's browser — no file bytes are transmitted to or stored on FinanceOCR infrastructure. SHA-256 provenance hashes (not file content) are retained per engagement terms and deleted within 30 days of engagement end, with written confirmation.

(c) No Disclosure to Third Parties. Processor shall not disclose, share, or transmit any Confidential Information to any third party, including subcontractors, affiliates, or successors, except as strictly required to operate the Service infrastructure. Processor shall ensure any such infrastructure provider is contractually bound to confidentiality obligations no less protective than those set forth herein.

(d) Limited Processing Purpose. Processor shall use Confidential Information solely to perform structural integrity analysis and generate the requested diagnostic outputs. Processor expressly agrees not to use Confidential Information for: training or improving machine learning models; algorithm development; research; marketing; benchmarking; or any other purpose beyond the immediate service requested by Client.

(e) No Modification of Values. Processor shall not modify, alter, or adjust any underlying financial values, calculations, or substantive data contained in Client files. The Service is limited to structural identification and classification. All workpaper outputs preserve original values — structural repairs do not alter financial content.

(f) PII Handling. The diagnostic service is configured to detect and reject files containing SSN, EIN, credit card, and bank account number patterns before any processing begins. This is a configuration control verifiable by behavior — not an architectural guarantee. If unremovable PII is detected, the diagnostic is rejected at ingestion entirely.

2 Remedies & Enforcement

(a) Consent to Jurisdiction. Processor consents to personal jurisdiction and venue in the courts of Client's primary state of operations. Processor waives any objection to jurisdiction or venue in such courts.

(b) Attorney's Fees. In the event of any breach of this Agreement by Processor, Processor agrees to pay Client's reasonable attorney's fees, expert witness fees, court costs, and other litigation expenses incurred in enforcing this Agreement or investigating the breach.

(c) Liquidated Damages. A breach of Section 1(b) or Section 1(c) shall entitle Client to liquidated damages of \$10,000 per uploaded file affected by such breach, in addition to any other available remedies.

(d) Injunctive Relief. Client shall be entitled to seek injunctive relief, specific performance, or other equitable remedies to prevent or remedy any breach, without the necessity of posting bond or proving inadequacy of monetary damages.

3 General Provisions

(a) Survival. The obligations in Section 1 shall survive termination or expiration of Client's engagement and remain enforceable for five (5) years following the date of last use.

(b) Scope. This Agreement governs all files processed by Client and Client's team under the applicable Partner Pod License. It supplements, and does not replace, the Verification Engagement Letter between the parties.

(c) Entire Agreement / Amendment. This Agreement constitutes the entire agreement between the parties with respect to confidentiality of Client files. It may not be amended except in a writing signed by both parties.

(d) Severability. If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

(e) Counterparts / Electronic Signature. This Agreement may be executed in counterparts, including by electronic signature. A PDF bearing an electronic or wet signature shall be deemed a fully executed original.

SIGNATURES

PROCESSOR (Pre-Signed)	CLIENT (Countersignature Required)
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/s/ Emmanuel Kyumba

Emmanuel Kyumba

Founder & CEO, Sifa Tech LLC (FinanceOCR)

Date: May 2026

Signature: _____

Name: _____

Title: _____

Firm: _____

State: _____

Date: _____