

# BETA TESTER NON-DISCLOSURE AGREEMENT

Confidential

This Non-Disclosure Agreement ("**Agreement**") is entered into as of \_\_\_\_\_ (the "Effective Date") between:

**Developer:** Keith Crisologo, Beaverton, Oregon ("Developer").

**Tester:** \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_

(Full Name, Phone Number, Email Address)

Developer is granting Tester access to a pre-release version of a web application currently known as **FinCoach AI** (the "Beta Application") solely for the purpose of testing and providing feedback.

## 1. Confidential Information

"Confidential Information" means the Beta Application and everything related to it that is not publicly known — including its design, features, code, user flows, business model, roadmap, and any communications between the parties regarding the foregoing.

Confidential Information does not include: (a) information that becomes publicly available without breach of this Agreement; (b) information the Tester already knew before accessing the Beta Application; or (c) anything the Developer explicitly releases in writing.

## 2. Tester Obligations

During and after the term of this Agreement, the Tester agrees to:

- a) Keep all Confidential Information strictly private and not share it with any other person, whether verbally, in writing, or by any other means.
- b) Not post screenshots, screen recordings, descriptions, or opinions about the Beta Application on any public platform, including social media, forums, or review sites.
- c) Use the Beta Application only for the purpose of testing and submitting feedback to the Developer.
- d) Promptly notify the Developer if Confidential Information is accidentally disclosed to a third party.
- e) Not attempt to reverse engineer, decompile, disassemble, copy, or reproduce any part of the Beta Application's code, design, or underlying systems.

### **3. Feedback Ownership**

Any feedback, suggestions, bug reports, or ideas the Tester submits ("Feedback") become the sole property of the Developer. The Developer may use Feedback freely without any obligation to compensate, credit, or notify the Tester.

### **4. No Warranties**

The Beta Application is provided "as is." It is pre-release software and may contain bugs or incomplete features. The Developer makes no guarantees about its performance or reliability. The Tester accepts all risk associated with its use.

### **5. Term**

This Agreement is effective from the Effective Date until end of May 2026, or until the Beta Application is publicly launched, whichever comes first. Confidentiality obligations survive termination indefinitely.

### **6. Governing Law**

This Agreement is governed by the laws of Oregon. Any disputes will be resolved exclusively in the courts located in Washington County, OR.

### **7. Entire Agreement**

This Agreement is the complete understanding between the Developer and this individual Tester regarding the Beta Application. It supersedes any prior verbal or written discussions. Amendments require a signed writing from both parties.

### **8. Electronic Signature & Record Keeping**

The parties agree that a typed name submitted electronically constitutes a legally valid and binding signature under the Electronic Signatures in Global and National Commerce Act (ESIGN Act, 15 U.S.C. § 7001). By typing their name and submitting the digital signature form, the Tester acknowledges they have read, understood, and agreed to all terms of this Agreement.

The Developer will retain a permanent digital record of each signature including: the Tester's full legal name, email address, phone number, IP address, and the exact date and time of signing. This record constitutes evidence of the Tester's agreement and may be used in any legal proceeding to establish that this Agreement was entered into.

### **9. Data Handling & Privacy**

The Developer takes the privacy of the Tester's financial information seriously. The following commitments apply to any financial data the Tester uploads or generates within the Beta Application:

- a) **Purpose limitation.** The Developer will use the Tester's uploaded financial data solely to provide personalized spending analysis and feedback within the Beta Application. It will not be used for any other purpose.
- b) **No third-party sharing.** The Developer will not sell, rent, share, or otherwise disclose the Tester's financial data to any third party, advertiser, or data broker, except as required by law.
- c) **No unauthorized access.** The Developer commits not to view, export, or access individual Tester financial data except when directly necessary to diagnose a technical issue reported by the Tester, and only with the Tester's knowledge.
- d) **Right to delete.** The Tester may permanently delete all of their stored data at any time using the in-app "Delete All" function. Deletion is immediate and irreversible.
- e) **Storage.** Financial data is stored in a private, access-controlled database. It is not publicly accessible and is not shared across other testers' accounts.
- f) **Beta limitation.** This is a pre-release application. Future versions will introduce per-user data isolation so that each user's data is fully separated at the database level. The Developer will notify Testers when this upgrade is available.

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## SIGNATURES

### Developer

Name: Keith Crisologo

Signature:

Date:

### Tester

Full Name:

Email:

Phone:

Signature:

Date: