



KANOS DESIGNS [KDS]

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NON-DISCLOSURE AGREEMENT (NDA) COMPLIANCE POLICY

KANOS DESIGNS (KDS)

NON-DISCLOSURE AGREEMENT COMPLIANCE POLICY

Effective Date: 20 August 2024

Last Updated: 20 August 2026

Business Name: Kanos Designs (KDS)

Website: <https://kanosdesigns.com>

General Contact: info@kanosdesigns.com

1. Introduction

Kanos Designs (KDS) understands that clients may share confidential, sensitive, proprietary, or commercially valuable information with us when requesting our services. This may include business plans, website concepts, source materials, designs, branding strategies, customer information, passwords, project files, financial information, marketing plans, product ideas, unpublished content, software concepts, and other information that a client does not want disclosed to others.

This **NDA Compliance Policy** establishes the principles and procedures Kanos Designs follows when handling confidential information under a Non-Disclosure Agreement (NDA), confidentiality clause, service agreement, project agreement, or other contractual arrangement.

The purpose of this policy is to ensure that confidential client information is:

- Properly identified;
- Accessed only when necessary;
- Used only for authorised purposes;
- Protected against unauthorised disclosure;
- Stored and transferred responsibly;
- Shared only with authorised persons;
- Retained only when reasonably necessary; and
- Properly returned, deleted, or destroyed when required.

This policy applies to Kanos Designs and individuals authorised to work on KDS projects where confidential information is involved.

2. Purpose of the Policy

The purpose of this policy is to establish a clear internal standard for protecting confidential information received from clients, prospective clients, partners, suppliers, contractors, and other parties.

Kanos Designs aims to ensure that confidentiality is treated as an essential part of professional service delivery.

This policy helps KDS to:

1. Protect client confidentiality;
2. Prevent unauthorised disclosure;
3. Control access to confidential information;
4. Establish responsibilities for employees and contractors;
5. Support compliance with signed NDAs;
6. Protect client intellectual property and business information;
7. Reduce the risk of accidental disclosure;
8. Establish procedures for handling confidentiality incidents; and
9. Maintain professional trust with clients.

3. What is an NDA?

A **Non-Disclosure Agreement (NDA)** is a legal agreement under which one or more parties agree to protect confidential information from unauthorised use or disclosure.

An NDA may be:

- A separate agreement;
- Part of a service contract;
- Included in a project agreement;
- Included in a proposal or engagement document;
- A mutual NDA between KDS and a client; or
- A one-way NDA protecting information belonging to one party.

The specific terms of each NDA may differ.

Where a client has entered into an NDA with Kanos Designs, the specific terms of that agreement take precedence over this general policy where there is a conflict.

4. Scope

This policy applies to confidential information received or accessed by Kanos Designs through:

- Website development projects;
- Web application projects;
- Website maintenance;
- Website management;
- SEO projects;
- Website performance optimisation;
- Website rebranding;
- Graphic design projects;
- Business startup branding;
- Document branding;

- Motion graphics;
- Social media design;
- Business consultations;
- Technical support;
- Email communications;
- Meetings;
- Phone calls;
- Online meetings;
- File-sharing systems;
- Cloud storage;
- Client accounts;
- Website administration systems; and
- Other professional engagements.

5. What Is Confidential Information?

Confidential information generally means information that is not publicly available and that the client reasonably expects Kanos Designs to keep confidential.

Depending on the agreement, confidential information may include:

5.1 Business Information

- Business plans;
- Business strategies;
- Internal procedures;
- Future plans;
- Expansion plans;
- Pricing strategies;
- Financial information;
- Sales information;
- Marketing strategies;
- Customer strategies;
- Supplier information;
- Business opportunities.

5.2 Technology Information

- Source code;
- Application code;
- Database structures;
- API information;
- Technical documentation;
- System architecture;
- Hosting information;
- Server information;
- Development plans;
- Technical specifications;
- Software concepts.

5.3 Website Information

- Unpublished website content;
- Website designs;
- Wireframes;
- Prototypes;
- Development environments;
- Administrator accounts;
- Website databases;
- Login credentials;
- Website configurations;
- Unreleased features.

5.4 Branding and Creative Information

- Unreleased logos;
- Brand concepts;
- Brand strategies;
- Design concepts;
- Marketing materials;
- Campaign concepts;
- Advertising materials;
- Product packaging concepts;
- Unreleased graphics;
- Motion graphics;
- Creative direction.

5.5 Personal and Customer Information

- Customer lists;
- Employee information;
- Customer records;
- Contact information;
- Identification information;
- Photographs;
- Application information;
- Membership information;
- Other personal information provided for a project.

5.6 Other Confidential Information

Any other information that:

- Is marked confidential;
- Is identified as confidential;
- Is reasonably understood to be confidential; or
- Is protected as confidential under an applicable agreement.

6. Information That May Not Be Confidential

Unless an applicable NDA states otherwise, information may generally not be considered confidential where it:

- Was already publicly available when disclosed;
- Becomes publicly available through no breach by Kanos Designs;
- Was already lawfully known to KDS before disclosure;
- Is independently developed without using the confidential information;
- Is lawfully received from another source without a confidentiality obligation; or
- Is specifically authorised by the client for public disclosure.

The exact definition contained in the applicable NDA will determine whether particular information is confidential.

7. Kanos Designs' Confidentiality Commitment

Kanos Designs commits to treating client confidential information responsibly.

KDS will seek to:

- Keep confidential information confidential;
- Use it only for authorised business purposes;
- Restrict unnecessary access;
- Avoid unauthorised disclosure;
- Protect confidential files and systems;
- Follow applicable NDA requirements;
- Notify appropriate parties of serious confidentiality incidents;
- Return or delete information when required; and
- Maintain appropriate confidentiality practices after a project ends.

Confidentiality obligations may continue after the completion or termination of a project where required by the applicable NDA or contract.

8. Need-to-Know Principle

Access to confidential information should be limited to people who genuinely need the information to perform an authorised task.

For example, a graphic designer working on a confidential brochure may not need access to:

- The client's website administrator account;
- The client's financial records;
- Unrelated customer information; or
- Other confidential project information.

Likewise, a web developer working on a website may not need access to unrelated confidential branding or financial information.

Kanos Designs will seek to apply the principle of **minimum necessary access**.

9. Employee and Contractor Confidentiality

Employees, freelancers, contractors, consultants, and other authorised persons working with Kanos Designs may be required to agree to confidentiality obligations before receiving access to confidential client information.

They are expected to:

- Keep client information confidential;
- Use information only for authorised work;
- Avoid discussing confidential projects unnecessarily;
- Protect project files;
- Protect passwords and access credentials;
- Avoid copying confidential information unnecessarily;
- Avoid sharing confidential information through personal channels;
- Report suspected confidentiality breaches;
- Return or delete information when instructed.

A person working with KDS does not gain ownership of confidential client information merely because they have access to it.

10. Third-Party Contractors

Kanos Designs may occasionally engage independent professionals or contractors to assist with a project.

Where confidential client information needs to be provided to such a person, KDS will seek to ensure that:

- The person is appropriately authorised;
- Access is limited to what is necessary;
- Confidentiality obligations are established where appropriate;
- Information is used only for the authorised project; and
- Information is returned or deleted when no longer required.

Kanos Designs will not intentionally provide confidential information to third parties for unrelated purposes.

11. Use of Confidential Information

Confidential information may only be used for the purpose for which it was provided or for another purpose authorised by the client or applicable agreement.

For example, if a client provides KDS with an unreleased business plan to help develop a website, KDS will not use that business plan to:

- Develop a competing business;
- Market unrelated services;
- Share the strategy with another client;
- Publish the strategy;
- Sell the information; or
- Use it for another unauthorised purpose.

12. Disclosure Restrictions

Kanos Designs will not intentionally disclose confidential client information to an unauthorised person.

Unauthorised disclosure may include:

- Forwarding confidential emails;
- Sharing confidential files;
- Publishing confidential information online;
- Posting confidential project images publicly;
- Discussing confidential projects with unrelated persons;
- Sharing passwords;
- Uploading confidential information to an unauthorised platform;
- Showing confidential designs to another client;
- Using confidential information for personal purposes.

Authorisation should be obtained before confidential information is disclosed outside the scope permitted by the applicable agreement.

13. Client Projects and Portfolio Use

Kanos Designs may normally wish to display completed work as part of its professional portfolio, website, social media, proposals, presentations, or marketing materials. However, where an NDA or other agreement prohibits public disclosure, Kanos Designs will respect that restriction.

Where a project is confidential, KDS will not publicly display:

- Unreleased designs;
- Confidential website screenshots;
- Client documents;
- Internal business information;
- Unreleased branding;
- Confidential product information;
- Client information; or
- Other protected material,

unless authorised by the client or permitted by the applicable agreement.

Where necessary, KDS may request separate written permission before using a client's work as a portfolio example.

14. Confidentiality During Website Development

Website projects may involve access to confidential information such as:

- Administrator credentials;
- Hosting accounts;
- Domain accounts;
- Databases;
- Customer records;
- Website analytics;
- Internal business information;

- Unpublished website content;
- Private documents;
- Payment integrations;
- Internal systems.

Kanos Designs will use such access only for authorised development, maintenance, management, or support activities.

KDS will not intentionally use client systems for unrelated activities.

15. Passwords and Access Credentials

Passwords, API keys, authentication tokens, administrator accounts, database credentials, hosting credentials, and similar information will be treated as confidential.

Kanos Designs will seek to:

- Limit access to authorised personnel;
- Avoid unnecessary sharing;
- Use secure authentication practices;
- Avoid storing passwords unnecessarily;
- Protect credentials from unauthorised disclosure;
- Use separate accounts where practical;
- Recommend changing credentials when access is no longer required.

Clients are encouraged to provide individual user accounts instead of sharing a single administrator password whenever the relevant system supports this feature.

16. Handling Client Files

Client files may include:

- Documents;
- Images;
- Videos;
- Logos;
- Design files;
- Source files;
- Presentations;
- Spreadsheets;
- PDFs;
- Website files;
- Databases;
- Code;
- Marketing materials;
- Business records.

Kanos Designs will seek to store and handle such files responsibly.

Access should be limited to authorised persons who require the files for the relevant project.

17. Email and Confidential Information

Kanos Designs operates professional email addresses including:

- info@kanosdesigns.com
- services@kanosdesigns.com
- marketing@kanosdesigns.com
- payments@kanosdesigns.com
- support@kanosdesigns.com
- privacy@kanosdesigns.com

Confidential information received through these accounts must be handled responsibly. KDS personnel should:

- Verify recipients before sending confidential information;
- Avoid unnecessary forwarding;
- Avoid sending confidential information to personal email accounts;
- Check attachments before sending;
- Avoid including unnecessary confidential information in email subjects;
- Use appropriate secure transfer methods where necessary.

18. File Transfer and Cloud Services

Where confidential files are transferred or stored electronically, Kanos Designs will seek to use appropriate systems and reasonable security measures.

Depending on the project, these may include:

- Secure file-sharing platforms;
- Password-protected files;
- Access-controlled cloud storage;
- Secure website administration systems;
- Encrypted connections;
- Restricted sharing permissions.

The specific services used may vary depending on the client's project requirements.

19. Physical Documents

Where confidential information exists in physical form, Kanos Designs will seek to prevent unauthorised access.

Physical confidential documents should not be:

- Left unattended in public areas;
- Photocopied unnecessarily;
- Disposed of without appropriate care;
- Taken outside authorised locations without a legitimate reason.

When physical documents are no longer required, they should be securely disposed of where appropriate.

20. Remote Work

Where Kanos Designs personnel work remotely, they remain responsible for protecting confidential information.

This includes taking reasonable care when:

- Using laptops;
- Using mobile devices;
- Working from home;
- Working in shared environments;
- Using public networks;
- Accessing client systems;
- Storing project files;
- Participating in online meetings.

Confidential client information should not be knowingly exposed to unauthorised persons.

21. Meetings and Conversations

Confidential project information may be discussed during:

- Client meetings;
- Phone calls;
- Video conferences;
- Team meetings;
- Design consultations;
- Technical discussions.

Kanos Designs personnel should avoid discussing confidential information in circumstances where unauthorised persons may overhear the conversation.

22. Social Media and Public Communications

Kanos Designs will not intentionally publish confidential client information through:

- Facebook;
- Instagram;
- LinkedIn;
- X;
- TikTok;
- YouTube;
- Websites;
- Blogs;
- Newsletters;
- Messaging platforms;
- Other public channels.

This includes confidential screenshots, project details, documents, designs, business strategies, customer information, or other protected information.

Employees and contractors should not post confidential project information on personal social media accounts.

23. Use of Client Information for AI and External Tools

Confidential client information must not be entered into public or third-party artificial intelligence tools, automated platforms, design tools, code assistants, or other external services unless:

1. The use is authorised;
2. The applicable confidentiality requirements permit it; and
3. Appropriate safeguards are in place.

Where a client has specifically prohibited the use of external AI or automated services, Kanos Designs will respect that restriction.

KDS personnel should avoid submitting confidential client information to external services simply for convenience.

24. Intellectual Property and Confidentiality

Confidentiality and intellectual property are related but separate matters.

An NDA generally concerns the protection of confidential information.

It does not automatically transfer ownership of:

- Copyright;
- Trademarks;
- Designs;
- Source code;
- Logos;
- Brand assets;
- Other intellectual property.

Ownership and licensing rights should be determined by the applicable service agreement, contract, quotation, intellectual-property clause, or other written agreement.

25. Client Ownership of Confidential Information

Unless an agreement states otherwise, Kanos Designs does not claim ownership of confidential information merely because it receives or accesses that information.

Client confidential information remains subject to the client's rights and the terms of the applicable agreement.

KDS will use such information only within the authorised scope.

26. Confidential Information After Project Completion

Confidentiality does not automatically end when a project is completed.

Where an NDA or contract requires continuing confidentiality, Kanos Designs will continue to protect the information for the period specified in that agreement.

Where no specific period is stated, KDS will continue to treat genuinely confidential information responsibly for as long as the confidentiality obligation applies.

27. Return or Destruction of Confidential Information

When a client requests the return or destruction of confidential information, Kanos Designs will take reasonable steps to comply, subject to:

- The applicable NDA;
- Legal obligations;
- Accounting requirements;
- Backup systems;
- Dispute or legal requirements;
- Other legitimate retention obligations.

Depending on the circumstances, KDS may:

- Return physical documents;
- Return electronic files;
- Delete working copies;
- Remove access;
- Delete project information from authorised storage;
- Securely dispose of physical materials.

Information contained in automatic backups may remain temporarily until the normal backup retention cycle expires.

28. Data Protection and Confidentiality

Confidential information may also contain personal information.

Where this occurs, Kanos Designs will seek to apply both:

- Its confidentiality obligations; and
- Its Data Protection & Privacy Policy.

Personal information must be handled in accordance with applicable data protection requirements.

This NDA Compliance Policy should therefore be read together with the Kanos Designs **Data Protection & Privacy Policy** where personal information is involved.

29. Confidentiality Breaches

A confidentiality breach may occur when confidential information is:

- Accessed without authorisation;
- Sent to the wrong person;
- Lost;
- Stolen;
- Published without permission;
- Shared with an unauthorised third party;
- Used for an unauthorised purpose;
- Exposed through inadequate security;
- Disclosed intentionally or accidentally.

Examples include:

Example 1: An employee accidentally sends a client's confidential proposal to another client.

Example 2: A confidential website screenshot is posted publicly before the client's launch.

Example 3: A client database is downloaded for an unrelated purpose.

Example 4: A project password is shared with someone who is not authorised to work on the project.

30. Reporting a Confidentiality Incident

Anyone working with Kanos Designs who becomes aware of a suspected confidentiality breach should report it as soon as reasonably possible.

Reports should be sent to:

privacy@kanosdesigns.com

The report should, where possible, include:

- What happened;
- When it happened;
- What information may have been affected;
- Who may have received or accessed the information;
- Whether the information remains accessible;
- Any immediate action already taken.

Individuals should not attempt to hide or delete evidence of a suspected breach simply to avoid reporting the incident.

31. Response to a Confidentiality Breach

When Kanos Designs becomes aware of a suspected confidentiality breach, it may:

1. Assess the incident;
2. Identify the information involved;
3. Restrict further access;
4. Secure affected accounts;
5. Recover or delete information where possible;
6. Determine how the disclosure occurred;
7. Assess the contractual and legal implications;
8. Notify the affected client where appropriate;
9. Notify relevant authorities where required;
10. Take corrective action;
11. Review security procedures to prevent recurrence.

The response will depend on the seriousness and circumstances of the incident.

32. Legal and Regulatory Disclosure

An NDA does not necessarily prevent disclosure where disclosure is required by applicable law, court order, regulatory authority, or other lawful requirement.

Where legally permitted and reasonably practical, Kanos Designs may notify the affected client before making such disclosure.

However, KDS cannot promise advance notice where the law prohibits such notification.

33. Confidentiality and Legal Proceedings

Where confidential information is required for legitimate legal proceedings, Kanos Designs may disclose the information to the extent reasonably necessary or legally required. KDS will seek to limit such disclosure to the appropriate parties and information.

34. Conflicts Between This Policy and an NDA

This policy provides Kanos Designs' general confidentiality standards. If a signed NDA or other legally binding agreement contains stricter or different requirements, the applicable agreement will generally govern the relevant relationship. Where there is uncertainty, KDS will seek clarification before disclosing or using the affected information.

35. Client Requests for Additional Confidentiality

A client may request additional confidentiality measures for a particular project. Depending on the project, KDS may agree to measures such as:

- Separate project storage;
- Restricted team access;
- Additional confidentiality agreements;
- Limited portfolio use;
- Restricted public disclosure;
- Specific file-transfer procedures;
- Additional security controls;
- Project-specific retention periods.

Additional requirements should preferably be documented in writing.

36. Confidential Projects

Some projects may be designated as **Confidential Projects**.

Examples may include:

- Unreleased businesses;
- New product launches;
- New company branding;
- Confidential campaigns;
- Private web applications;
- Pre-launch websites;
- Internal corporate systems;
- Unreleased software;
- Sensitive business rebranding.

For such projects, Kanos Designs may apply additional access and communication restrictions.

37. Client Verification

Where someone requests confidential information on behalf of a client, Kanos Designs may verify that person's identity and authority before providing the information.

This may be particularly important for:

- Website credentials;
- Project source files;
- Customer information;

- Confidential documents;
- Financial information;
- Administrative access.

KDS may refuse or delay disclosure until sufficient authorisation has been established.

38. Confidentiality Responsibilities of Clients

Confidentiality is a shared responsibility.

Clients should also take reasonable steps to protect confidential information provided by Kanos Designs.

Clients should not disclose KDS confidential information where they have agreed to protect it under a contract or NDA.

This may include:

- Unreleased KDS designs;
 - Proprietary processes;
 - Internal business information;
 - Pricing information where contractually protected;
 - Private technical information;
 - Credentials or systems information.
-

39. No Unauthorised Competitive Use

Kanos Designs will not intentionally use a client's confidential information to develop or support a competing business or service for another client.

The existence of similar services in the digital design and technology industry does not, by itself, mean that confidential information has been used.

KDS may independently develop ideas, techniques, designs, or processes without using a client's confidential information.

40. Independent Development

Kanos Designs may work with multiple clients operating in similar industries.

This does not prevent KDS from providing services to other clients.

However, KDS will not intentionally use one client's confidential information to benefit another client.

Similar industry requirements, publicly available information, general professional knowledge, and independently developed ideas may be used in other projects where doing so does not breach an applicable agreement.

41. Professional Conduct

Everyone working on behalf of Kanos Designs is expected to maintain professional confidentiality.

Confidential client information should not be discussed:

- For entertainment;
- For personal benefit;
- With friends or family;
- With unrelated clients;
- On social media;
- In public places;

- In online communities;
- With unauthorised contractors;
- With competitors.

42. Training and Awareness

Kanos Designs may provide employees and contractors with appropriate guidance concerning:

- Confidentiality;
- NDA obligations;
- Data protection;
- Password security;
- File handling;
- Email security;
- Social media restrictions;
- Client information;
- Security incidents.

Individuals with access to significant confidential information may receive additional instructions depending on their responsibilities.

43. Monitoring and Compliance

Kanos Designs may take reasonable measures to assess compliance with confidentiality requirements.

This may include reviewing:

- Access permissions;
- Project files;
- Security settings;
- Account activity;
- File-sharing permissions;
- Confidentiality agreements;
- Incident reports.

Monitoring will be carried out for legitimate business, security, contractual, or compliance purposes.

44. Consequences of Unauthorised Disclosure

Unauthorised disclosure or misuse of confidential information may result in:

- Removal of access;
- Internal disciplinary action;
- Termination of a contractor relationship;
- Termination of employment where applicable;
- Contractual consequences;
- Client notification;
- Legal action where appropriate.

The consequences will depend on the nature and seriousness of the incident and the applicable agreement or law.

45. Relationship With Other KDS Policies

This policy should be read together with other relevant Kanos Designs policies and agreements, including:

- Data Protection & Privacy Policy;
- Terms of Service;
- Client Service Agreement;
- Intellectual Property Policy;
- Information Security Policy;
- Website Terms of Use;
- Acceptable Use Policy;
- Project-specific agreements.

Where a specific contract contains additional confidentiality requirements, those requirements should be followed.

46. NDA Records

Kanos Designs may maintain records of NDAs and confidentiality agreements entered into with clients and other parties.

Such records may include:

- Parties to the agreement;
- Date of agreement;
- Effective date;
- Confidentiality period;
- Project covered;
- Relevant restrictions;
- Termination date;
- Other contractual requirements.

These records help KDS identify and manage ongoing confidentiality obligations.

47. Policy Review

This policy may be reviewed periodically to ensure that it remains appropriate for Kanos Designs' operations.

The policy may be updated when:

- Services change;
 - Technology changes;
 - Security practices change;
 - Legal requirements change;
 - New types of confidential information are processed;
 - New third-party services are introduced;
 - Significant confidentiality incidents occur.
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48. Contact for NDA and Confidentiality Matters

For questions concerning:

- NDA requirements;
- Confidential projects;
- Confidentiality concerns;
- Suspected disclosure;
- Client information;

- Project confidentiality;
- Requests for additional confidentiality controls;

contact:

Kanos Designs (KDS)

Email: info@kanosdesigns.com

For service-related matters:

services@kanosdesigns.com

For technical support:

support@kanosdesigns.com

49. Important Legal Notice

This document establishes Kanos Designs' general internal approach to confidentiality and NDA compliance.

It is **not itself an NDA** and does not replace a separately signed Non-Disclosure Agreement or other legally binding contract.

The precise confidentiality obligations between Kanos Designs and a client depend on the applicable agreement and the circumstances of the relationship.

Where a project involves significant commercial, financial, intellectual property, personal data, trade secret, or other sensitive information, the parties should consider obtaining appropriate legal advice and entering into a specific written NDA.

50. Policy Approval and Review

Business: Kanos Designs (KDS)

Document: NDA Compliance Policy

Effective Date: 20 August 2024

Last Review: 20 August 2026

Next Review: 19th July 2028

Policy Owner: Kanos Designs (KDS)

General Contact: info@kanosdesigns.com

Our Confidentiality Commitment

At Kanos Designs, we understand that good digital work often begins with information that clients cannot share publicly.

We therefore aim to treat confidential information with care, professionalism, and respect.

We protect what you share.

We use information only for authorised purposes.

We limit unnecessary access.

We do not intentionally disclose confidential information.

We respect NDA obligations.

We take confidentiality incidents seriously.

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