# NON-DISCLOSURE AGREEMENT (NDA)

This **Non-Disclosure Agreement (NDA)** (hereinafter referred to as 'Agreement') is entered into as of the ___ day of [Month], [Year], by and between:

**Software Development Hub (SDH)**, located at Anckelmannsplatz 1, Hamburg, Germany (hereinafter referred to as 'Disclosing Party' or 'SDH'),
AND
**[Recipient's Name]**, having its principal office located at [Recipient's Address] (hereinafter referred to as 'Receiving Party').

## 1. Purpose

The purpose of this Agreement is to ensure that any Confidential Information shared between the Disclosing Party and the Receiving Party is kept confidential and protected from unauthorized disclosure. The Confidential Information is provided in connection with the discussions, assessments, or collaborations for potential business engagements, software development services, or any other related services.

## 2. Definition of Confidential Information

"Confidential Information" refers to any proprietary or non-public information disclosed by the Disclosing Party to the Receiving Party, whether orally or in writing,
that is marked or otherwise identified as confidential, including but not limited to:
• Business plans and strategies
• Financial information
• Software source code, designs, and architecture
• Product specifications, ideas, and plans
• Client lists and contracts
• Employee or contractor information
• Any other material marked as 'Confidential' or that would reasonably be considered confidential under the circumstances of disclosure.

## 3. Obligations of the Receiving Party

The Receiving Party agrees to the following obligations concerning the Confidential Information:
• **Non-Disclosure**: The Receiving Party agrees not to disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party, except as required by law.
• **Limited Use**: The Receiving Party shall only use the Confidential Information for the purposes defined in this Agreement and not for any personal or commercial gain outside the

agreed-upon purpose.
• **Protection**: The Receiving Party agrees to protect the Confidential Information with the same degree of care used to protect its own confidential information, but in no event with less than a reasonable degree of care.
• **No Reverse Engineering**: The Receiving Party agrees not to copy, reverse engineer, decompile, or disassemble any Confidential Information disclosed by the Disclosing Party.

## 4. Exclusions from Confidential Information
The obligations of confidentiality do not apply to information that:
• Was in the public domain at the time of disclosure or subsequently enters the public domain through no fault of the Receiving Party;
• Was lawfully in the possession of the Receiving Party without restriction on disclosure prior to receipt of the Confidential Information from the Disclosing Party;
• Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information;
• Is required to be disclosed by law, provided that the Receiving Party gives the Disclosing Party prompt notice of such legal requirement and cooperates in any effort to limit or prevent such disclosure.

## 5. Term and Duration
This Agreement shall remain in effect for a period of [3/5] years from the date of the last disclosure of Confidential Information or until the Confidential Information is no longer confidential, whichever occurs first. Both parties' obligations to maintain confidentiality with respect to trade secrets shall survive termination of this Agreement indefinitely.

## 6. Return or Destruction of Materials
Upon the termination of this Agreement or at the request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all materials containing Confidential Information and any copies thereof. The Receiving Party shall certify in writing that it has complied with this obligation.

## 7. No License
Nothing in this Agreement shall be construed as granting the Receiving Party any rights or licenses to use the Confidential Information for any purpose other than the intended purpose as set forth in this Agreement.

## 8. No Obligation to Disclose
Nothing in this Agreement obligates the Disclosing Party to disclose any Confidential Information or enter into any further agreements or relationships with the Receiving Party.

## 9. Remedies

The Receiving Party acknowledges that any breach or threatened breach of this Agreement may cause irreparable harm to the Disclosing Party, for which monetary damages may not provide an adequate remedy. In the event of such a breach, the Disclosing Party is entitled to seek injunctive or other equitable relief, without prejudice to any other rights and remedies available under the law.

## 10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of [Country]. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of [City, Country].

## 11. Entire Agreement

This Agreement represents the entire understanding between the parties regarding the protection of Confidential Information and supersedes all prior discussions, agreements, or understandings, whether oral or written, related to the subject matter of this Agreement.

## 12. Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

## 13. Signatures

By signing below, both parties agree to the terms and conditions of this Non-Disclosure Agreement.


**Receiving Party:**
Signature: _____
Name: _____
Title: _____
Date: _____


**Software Development Hub (SDH):**
Signature: _____
Name: _____
Title: _____
Date: _____

By signing this SLA, both parties agree to the terms outlined and commit to maintaining the service levels agreed upon.

**Client:**
Signature: _____
Name: _____
Title: _____
Date: _____

**Software Development Hub (SDH):**
Signature: _____
Name: _____
Title: _____
Date: _____