

# Non-disclosure agreement

## *THE PARTIES*

- {{ variable }}, residing at {{ variable }} at {{ variable }}, born 28 March 2025 (hereafter: "Discloser") on the one hand,

*and*

- {{ variable }}, residing at {{ variable }} in {{ variable }}, born 28 March 2025 (hereafter: "Recipient") on the other hand,

## *CONSIDERING, THAT*

- Discloser and Recipient are considering entering into a commercial transaction regarding the purchase or sale of products, licensing of software or the provisioning of services;
- The parties for this transaction wish to enter into confidential negotiations (hereafter: the Purpose);
- Discloser for the Purpose wishes to make available certain information to Recipient,
- The parties wish to record their respective obligations regarding Confidential Information;

## *HAVE AGREED AS FOLLOWS,*

### **Article 1. Confidentiality obligations**

- 1.1. Information is defined as all information and data concerning business operations, marketing, research, development, inventions, know-how, product and service specifications, business relations, customers or suppliers, irrespective of the form in which this has been recorded or is provided (including e-mail, digital files, paper documents and oral disclosures).
- 1.2. Confidential Information is defined to include all Information .
- 1.3. Recipient shall treat all Confidential Information obtained from Discloser as strictly confidential and use such information solely for the Purpose. This confidentiality shall exist for the duration of this non-disclosure agreement and a period of thereafter.
- 1.4. Recipient shall protect Confidential Information with the same level of protection against unauthorized access or use as its own confidential information, providing at least a reasonable level of protection. Recipient shall strictly adhere to all reasonable instructions from Discloser regarding the protection of Confidential Information.