

Non-Disclosure Agreement (NDA)

Disclosing Party

Name / Company name: _____
Address: _____

VAT or TVA (if applicable): _____
Phone number: _____
Email: _____

Receiving Party

Company name: Software Notion (software-notion.de)
Address: Kornblumenring 40
31600 Uchte
Germany
Phone number: +49 (0) 5763 / 7949148
Email: support@software-notion.de

Definitions

Non-public information of a Disclosing Party is maintained as confidential, including as examples: design files, diagrams, ordering data, contact info, agreement terms, and so forth.

“Discloser” means the Party disclosing the Confidential Information.

“Recipient” means the Party receiving the Confidential Information.

Confidential Relationship

Any disclosure of Confidential Information is made in the strictest confidence. Recipient shall:

(i) protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as the Recipient uses to protect its own confidential information of alike nature,

(ii) use the Confidential Information solely for the manufacturing purposes and not otherwise use the Confidential Information in the third party products or the design of its processes, or in any other manner except for the benefit of the Discloser, and

(iii) make the Confidential Information available only to those employees, who have a reasonable need for such information and are bound by an appropriate obligation of confidentiality, or those contractors, who have a reasonable need for such information and are bound by an appropriate confidentiality agreement.

Exclusions

Information received from the Discloser shall not be deemed to be Confidential Information if:

- (i) The information is or becomes available to the public without breach of this Agreement by the Recipient.
- (ii) The Discloser agrees in writing that it can be disclosed by Recipient to a third party without restriction.
- (iii) The Confidential Information is known to Recipient and/or its Affiliates prior to its receipt, and/or later is disclosed to Recipient by a third party, in which case Recipient shall owe to Discloser duties of non-disclosure no more stringent than those, if any, owed to the third party from whom the information was received.

Required Disclosure

Recipient may divulge the Confidential Information in order to prosecute or defend this Agreement, in response to a court order, governmental action, or as otherwise required by law, but only if Discloser had been given notice and an opportunity to appear and object to such disclosure.

Breach And Remedies

Recipient fails to comply with the confidentiality obligations set out in this Agreement, it shall be in default by operation of Agreement, and it shall compensate the loss (Compensation amount shall not exceed 5 times the order amount). Monetary compensation may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Discloser shall be entitled, without waiving any other rights or remedies, to injunctive relief before a competent court.

Termination

This Agreement is effective as of the Effective Date and shall remain in full force and effect for a period of two years from the date of the last disclosure of Confidential Information.

Effective Date: _____

Disclosing Party

Name / Company name: _____

Receiving Party

Name: Software Notion (software-notion.de)