

MUTUAL NON-DISCLOSURE AGREEMENT

Between Aleš Gaber s.p. and the Agency named below

This Mutual Non-Disclosure Agreement (the "**Agreement**") is entered into as of **[DATE]** (the "Effective Date") between:

Aleš Gaber s.p., a sole proprietorship registered in Slovenia, **[ADDRESS]**, VAT ID **[SI VAT NUMBER]** ("**Developer**"); and

[AGENCY LEGAL NAME], a **[STATE]** **[ENTITY TYPE]**, **[ADDRESS]** ("**Agency**").

Developer and Agency are each a "Party" and together the "Parties".

1. Purpose

The Parties wish to explore and potentially undertake a white-label software development engagement, under which Developer performs development work for Agency's clients on Agency's behalf (the "Purpose"). In connection with the Purpose, each Party may disclose confidential information to the other.

2. Confidential Information

"Confidential Information" means any non-public information disclosed by one Party (the "Discloser") to the other (the "Recipient"), in any form, that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure. It includes, without limitation:

- the identity, contact details, briefs, budgets and business affairs of Agency's clients;
- source code, credentials, database contents, server configurations and access keys;
- designs, specifications, roadmaps, pricing, commercial terms and business plans;
- the existence and terms of the Parties' discussions and any resulting engagement.

3. Exclusions

Confidential Information does not include information that: (a) is or becomes publicly available through no breach by Recipient; (b) was rightfully known to Recipient without restriction before disclosure; (c) is rightfully received from a third party without a duty of confidentiality; or (d) is independently developed by Recipient without use of or reference to the Discloser's Confidential Information.

4. Obligations

Recipient shall: (a) use Confidential Information solely for the Purpose; (b) not disclose it to any third party without the Discloser's prior written consent; (c) protect it with at least the same degree of care it uses for its own confidential information, and in no event less than reasonable care; and (d) limit access to those of its personnel or subcontractors who need it for the Purpose and who are bound by confidentiality obligations no less protective than those in this Agreement. Recipient remains responsible for any breach by such persons.

5. Compelled Disclosure

Recipient may disclose Confidential Information to the extent required by law, regulation or court order, provided it gives the Discloser prompt written notice where legally permitted, discloses only what is required, and cooperates with any reasonable effort by the Discloser to obtain protective treatment.

6. No Solicitation of Clients

During the term of this Agreement and for twelve (12) months after its expiry or termination, Developer shall not knowingly solicit or accept direct engagement from any end client of Agency whose identity Developer learned through Agency, except with Agency's prior written consent. This clause does not restrict Developer from working with any party with whom Developer had a pre-existing relationship, or from responding to unsolicited approaches not resulting from Developer's knowledge of Agency's client relationships.

7. Return or Destruction

On the Discloser's written request, or on expiry or termination of this Agreement, Recipient shall promptly return or securely destroy all Confidential Information in its possession and confirm in writing that it has done so, save for (a) one archival copy retained solely for legal or compliance purposes, and (b) copies held in routine automated backups, which remain subject to this Agreement until deleted in the ordinary course.

8. Term

This Agreement takes effect on the Effective Date and continues for two (2) years, unless terminated earlier by either Party on thirty (30) days' written notice. The confidentiality obligations in Section 4 survive for three (3) years from the date of each disclosure. Obligations relating to information constituting a trade secret survive for as long as that information remains a trade secret under applicable law.

9. No Licence, No Commitment

Nothing in this Agreement grants either Party any right, title, licence or interest in the other's Confidential Information or intellectual property, or obliges either Party to enter into any further agreement or transaction. Neither Party makes any warranty as to the accuracy or completeness of Confidential Information disclosed.

10. Remedies

Each Party acknowledges that a breach of this Agreement may cause harm for which monetary damages alone are an inadequate remedy, and that the Discloser is entitled to seek injunctive or equitable relief in addition to any other remedies available at law, without the requirement to post a bond.

11. Governing Law and Jurisdiction

This Agreement is governed by the laws of [[[GOVERNING LAW — e.g. the State of ____, USA, or the Republic of Slovenia]]], without regard to its conflict of laws rules. The Parties submit to the exclusive jurisdiction of the courts of [[[VENUE]]].

12. General

This Agreement is the entire agreement between the Parties as to its subject matter and supersedes all prior discussions on that subject. It may be amended only in writing signed by both Parties. If any provision is held unenforceable, the remainder continues in force. Neither Party may assign this Agreement without the other's written consent, except to a successor to all or substantially all of its business. This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original.

Agreed and accepted:

For Agency:

Signature: _____ Date: _____

Name: _____

Title: _____

For Developer:

Signature: _____ Date: _____

Name: Aleš Gaber

Title: Owner