

NDA – Non Disclosure Agreement

Between

IDA SAS

9 Allée de l'Eglise

93340, Le Raincy, France

(the Discloser)

And

Shehper Sameer Ahmed

P#1 Street no#1, Safina Town Kokiawala

38000, Faislabad, Punjab, Pakistan

(the Recipient)

1. Purpose

The Discloser intends to disclose information (the Confidential Information) to the Recipient for the purpose of ***a Webapp, as well as any information in the code given to, and made by the Recipient, or any information about IDA SAS.***

2. Confidential Information

The Confidential Information to be disclosed includes the following:

- Particular user flow, component, design, interaction, and all what is deemed to be useful for a Webapp usage imagined by and created by Alex Chataigner, General Director of IDA SAS on the "Fiverr Project" Figma file created on 05-Jul-23, on the Notion Page "Fiverr Project – [Jul-23], and on the replicate-front-end.zip sent by the Discloser to the Recipient***
- Any code developed by The Recipient against the backdrop of the Purpose for the Discloser***

3. Confidentiality Obligations

The Recipient undertakes not to use the Confidential Information for any purpose except the Purpose, without first obtaining the written agreement of the Discloser.

4. Security Obligations

The Recipient undertakes to keep the Confidential Information secure and not to disclose it to any third party ***except to its employees and/or professional advisers who need to know the same for the Purpose, but the Recipient needs to first obtain the written agreement of the Discloser.***

5. Exclusions

The undertakings in clauses 3 and 4 above apply to all the information disclosed by the Discloser to the Recipient, regardless of the way or form in which it is disclosed or recorded but they do not apply to:

- a) Any information which is or in future comes into public domain (unless as a result of the breach of this Agreement) or
- b) Any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the Discloser – **with the exception of the “Fiverr Project” Figma file created on 05-Jul-23, the Notion Page “Fiverr Project – [Jul-23]”, and the “replicate-front-end.zip” sent by the Discloser to the Recipient as it is linked to the Purpose.**

6. Disclosures enforced by Law

Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.

7. Return of Information

The Recipient will, on request from the Discloser, return all copies and records of the Confidential Information to the Discloser and will not retain any copies or records of the Confidential Information.

8. Intellectual Property Rights

Neither this Agreement nor the provision of Information grants Recipient any license, interest or right in or to Discloser's Intellectual Property Rights, except for the right to copy Confidential Information solely for the purposes of this Agreement while exclusively and irrevocably assigning all intellectual property rights as described below.

The Recipient undertakes to irrevocably and exclusively assign to the Company all non-patentable intellectual property rights acquired anywhere, in France or abroad, (hereinafter referred to as the "Intellectual Property Rights") including, but not limited to, copyrights and copyrights pertaining to any text, music, design, model, trademark, trade secret, know-how, invention, discovery, service, study, research project, program, source code, database and any related document (hereinafter referred to as the "Works"), music, design, model, trademark, trade secret, know-how, invention, discovery, service, study, research project, program, source code, database and any related documents (hereinafter referred to as the "Works") created, developed, adapted or manufactured, in whole or in part, individually or jointly, by the Recipient within the scope of the present contract.

The assignment of all Intellectual Property Rights shall be effective as of their creation and for the entire duration of the legal protection of the Intellectual Property Rights, whether or not they have been the subject of a registration or any other official filing, regardless of the terms and conditions thereof.

The Recipient further undertakes to provide the Company, as soon as possible, with a full report containing, in particular, details of the procedures employed, the results achieved, the source codes and, more generally, any useful information relating to the Works.

In addition, the Recipient undertakes to submit a report upon completion of any study or research project carried out on behalf of the Discloser, whether or not the Recipient considers that this particular project relates to the Works.

It is expressly agreed and accepted that this contract includes the consideration for the assignment of Intellectual Property Rights.

The Intellectual Property Rights thus assigned to the Company include, but are not limited to, the right of use, the right of exploitation, the right of decompilation, the right of translation, the right of modification, the right of representation, the right of adaptation, the right of reproduction and the right of publication.

Performance rights include, in particular, the right to publish or communicate to the public, in any way whatsoever, the Works by any process whatsoever, including but not limited to video, disc, digital medium, cable, satellite and online services.

Adaptation rights include, in particular, the right to modify or make any adaptation made necessary by the transfer of the Works to another medium.

Reproduction rights include in particular the right to reproduce the Works on all existing media such as, but not limited to, reproduction on fabric, paper, cardboard, plastic, film, negative, software, digital media, CD ROM and online services.

It is expressly agreed and accepted that Intellectual Property Rights may be exercised for internal, external, commercial or non-commercial purposes.

In the event that the Recipient creates any name or sign likely to constitute a trademark or logo, the Company shall be solely entitled to register such name or sign in any country, unless such name or sign has no connection with the Discloser's business.

9. Duration Period

The undertakings in clauses 3 and 4 will continue in force **5 years**.

10. Applicable Law

This Agreement is governed by and is to be construed in accordance with the laws of **France**. The courts located in **Paris, France** will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with this Agreement.

11. Additions or Modifications

This Agreement states the entire Agreement between the parties concerning the disclosure, development, and creation by the Recipient for the Discloser of Confidential Information. As per clause 8, all Intellectual Property Rights are assigned to the company. Any addition or modification to this Agreement must be made in writing and signed by both parties.

12. Final Provisions

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understood this Agreement

Discloser of Confidential information:

Signature: 

**Name & Title: Alex Chataigner,
General Director at IDA SAS**

Recipient of Confidential information:

Signature:

Name & Title: Shehper Sameer Ahmed

Date: 08-Jul-23

Date: 08-Jul-23

and voluntarily accept the duties and obligations set forth herein.