

**\*\*Non-Disclosure Agreement (NDA) \*\***

This Non-Disclosure Agreement ("Agreement") is made and entered into as of 1/1/2023 (the "Effective Date"), by and between isagha for IT, with its principal place of business at Giza Egypt (hereinafter referred to as the "Company"), and \_\_\_\_\_, residing at \_\_\_\_\_ (hereinafter referred to as the "Contractor").

**1. Purpose:**

The Company engages the Contractor as a software developer and recognizes that the Contractor will have access to confidential and proprietary information of the Company during the course of employment. This Agreement is intended to protect the Company's confidential information.

**2. Confidential Information:**

Confidential Information includes, but is not limited to, trade secrets, business plans, software code, technical specifications, algorithms, customer lists, marketing strategies, financial information, and any other information related to the Company's business that is not publicly available.

**3. Non-Disclosure Obligations:**

- a. The Contractor agrees to keep all Confidential Information strictly confidential during the term of employment and thereafter.
- b. The Contractor shall not disclose, publish, distribute, or make available the Confidential Information to any third party without the prior written consent of the Company.
- c. The Contractor shall use the Confidential Information solely for the purpose of performing duties assigned by the Company.

**4. Return of Confidential Information:**

Upon termination of employment, or upon the Company's request, the Contractor shall promptly return all tangible materials containing Confidential Information and shall permanently delete or destroy any electronic or digital copies of the Confidential Information in the Contractor's possession.

**5. Remedies:**

The Contractor acknowledges that any unauthorized disclosure or use of Confidential Information may cause irreparable harm to the Company. In the event of a breach or threatened breach of this Agreement, the Company shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

**6. Governing Law and Jurisdiction:**

This Agreement shall be governed by and construed in accordance with the laws of Egypt. Any disputes arising out of or in connection with this Agreement shall be resolved by the courts of Egypt.

7. Entire Agreement:

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether oral or written, relating to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the Effective Date.

iSAGHA for IT

By: \_\_\_\_\_

Name: \_Osama Tarraf\_\_\_\_\_

Title: \_CTO\_\_\_\_\_

[Contractor Name]

By: Eman Ahmed Abd El Aziz\_\_\_\_\_

Name: \_Eman Ahmed Abe El Aziz\_\_\_\_\_

Title: \_\_\_\_\_Backend Developer\_\_\_\_\_

Date: \_\_1/1/2023\_\_\_\_\_