

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is made and entered into on the 4th May 2023 by and between Modern Software Limited, ("Disclosing Party") and Smart Software Solution ("Receiving Party").

WHEREAS, the Disclosing Party has a proprietary interest in the idea for software development ("Idea"), which the Disclosing Party wishes to protect from unauthorized disclosure or use; and

WHEREAS, the Receiving Party is willing to receive and maintain the confidentiality of the Idea and any related information disclosed by the Disclosing Party, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1 Definition of Confidential Information

The term "Confidential Information" means any information, whether oral, written, graphic, or otherwise, that is disclosed by the Disclosing Party to the Receiving Party in connection with the Idea and the software development project.

Confidential Information includes, without limitation, the Idea, source code, algorithms, software architecture, design documents, specifications, trade secrets, marketing and sales plans, financial information, customer lists, and any other proprietary information of the Disclosing Party.

2 Obligation of Confidentiality

The Receiving Party shall hold all Confidential Information in confidence and shall not disclose, publish, or otherwise disseminate any such Confidential Information to any third party without the prior written consent of the Disclosing Party.

3 Exclusions from Confidential Information

The obligations of confidentiality set forth in this Agreement shall not apply to Confidential Information that:

- a. Is or becomes publicly available through no fault of the Receiving Party;
- b. Was known to the Receiving Party prior to disclosure by the Disclosing Party, as evidenced by the Receiving Party's written records;
- c. Is independently developed by the Receiving Party without reference to the Confidential Information;
- d. Is disclosed to the Receiving Party by a third party who has a lawful right to disclose such information; or
- e. Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party provides prompt written notice of such requirement to the Disclosing Party and cooperates in any effort by the Disclosing Party to seek a protective order or other appropriate remedy.

4 Ownership of Confidential Information

The Disclosing Party retains all rights, title, and interest in and to the Confidential Information. The Receiving Party acknowledges that it acquires no rights, title, or interest in or to the Confidential Information, except as expressly set forth in this Agreement.

5 Term of Agreement

This Agreement shall be effective as of the date first written above and shall continue in effect for a period of [insert number of years or specific expiration date]. The Receiving Party's obligations of confidentiality under this Agreement shall survive the termination or expiration of this Agreement.

6 Remedies

The Receiving Party acknowledges that any unauthorized use

or disclosure of the Confidential Information may cause irreparable harm to the Disclosing Party, the extent of which may be difficult to ascertain. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief and any other appropriate remedies, including but not limited to damages, to enforce the terms of this Agreement.

7 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of HM Courts & Tribunals Service.

8 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior

Signatures

Modern Software Limited _____ 4th
May 2023



Smart Software Solution _____ 4th
May 2023