

Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (the „Agreement“) is entered into as of 05/12/2023, by and between SpareCorp Incorporated, a company duly organized and existing under the laws of [the Internet], with its principal place of business at [Argleton] (hereinafter referred to as the „Disclosing Party“), and [Recipient's Name], an individual/company with its principal place of business at [the Internet] (hereinafter referred to as the „Receiving Party“).

WHEREAS, the Disclosing Party possesses confidential information related to engineering innovations, the nature of which is not disclosed to the Receiving Party as of the effective date of this Agreement (the „Confidential Information“);

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. CONFIDENTIALITY OBLIGATIONS:

- (a) The Receiving Party agrees to hold the Confidential Information in strict confidence and to take all reasonable precautions to prevent unauthorized disclosure or use of the Confidential Information.
- (b) The Receiving Party shall not, without the prior written consent of the Disclosing Party, disclose, reproduce, or use the Confidential Information for any purpose other than the purpose for which it was disclosed by the Disclosing Party.

2. EXCEPTIONS:

The obligations of confidentiality under this Agreement shall not apply to information that:

- (a) Was already known to the Receiving Party at the time of disclosure by the Disclosing Party;
- (b) Is or becomes publicly available through no fault of the Receiving Party;
- (c) Is independently developed by the Receiving Party without reference to or reliance upon the Confidential Information;
- (d) Is rightfully obtained by the Receiving Party from a third party without restriction on disclosure.

3. PERMITTED DISCLOSURES:

The Receiving Party may disclose the Confidential Information to its employees, agents, or representatives who have a need to know and are bound by confidentiality obligations at least as restrictive as those set forth herein.

4. DURATION OF OBLIGATIONS:

The obligations of confidentiality under this Agreement shall continue for a period of [insert duration] years from the effective date of this Agreement unless terminated earlier by written agreement of the parties.

5. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION:

Upon the Disclosing Party's written request, or the termination of the business relationship between the parties, the Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all copies of the Confidential Information in its possession or control.

6. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of [the Internet].

7. MISCELLANEOUS:

(a) This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written, between the parties relating there to.

(b) No amendment or modification of this Agreement shall be valid or binding unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the effective date first above written.

Recipient:

[Recipient's Name]

[Title]

[Date]

SpareCorp Inc. Engineering department:

Natalia Dolmez

[Representative Name]

Dipl.-Ing.

[Title]

05/12/2023

[Date]



**Sparecorp
Incorporated**

Engineering