Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement (the "Agreement") is entered into as of [Date] by and between:

Disclosing Party:  
[Your Full Name or Company Name]  
[Address]  
[City, State, Zip Code]  
[Email Address]  
[Phone Number]

Receiving Party:  
Serhii Riabcheniuk  
[Serhii Riabcheniuk's Address]  
[City, State, Zip Code]  
[Email Address]  
[Phone Number]

# 1. Purpose

The purpose of this Agreement is to prevent the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information ("Confidential Information").

# 2. Confidential Information

For purposes of this Agreement, "Confidential Information" includes all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of the Disclosing Party, whether or not such information is identified as Confidential Information by the Disclosing Party. This includes, but is not limited to:  
- Project details, including the architecture, goals, and strategies.  
- Technical information related to the backend, including APIs, databases, data processing workflows, and integration points.  
- Any data, software, programs, or code shared for the purpose of completing the tasks.  
- Business strategies, financial information, or any other sensitive information related to the Disclosing Party's operations.

# 3. Exclusions from Confidential Information

Confidential Information does not include information that:  
a) is or becomes generally available to the public other than through disclosure by the Receiving Party;  
b) is disclosed by the Receiving Party with the Disclosing Party's prior written approval;  
c) was rightfully received by the Receiving Party from a third party without breach of any obligation of confidentiality;  
d) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or  
e) is required to be disclosed by law, provided that the Receiving Party gives the Disclosing Party prompt notice of such requirement prior to disclosure.

# 4. Obligations of Receiving Party

The Receiving Party agrees to:  
a) Maintain the confidentiality of the Confidential Information with the same degree of care as it uses for its own confidential information, but in no event less than a reasonable degree of care;  
b) Use the Confidential Information solely for the purpose of performing the agreed-upon tasks related to the frontend development project;  
c) Disclose Confidential Information only to those employees or contractors who have a need to know such information and who are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement;  
d) Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.

# 5. Term

The obligations of the Receiving Party under this Agreement shall survive for a period of [Number of Years] years from the date of disclosure of the Confidential Information, or until such time as all Confidential Information disclosed under this Agreement becomes publicly known and made generally available through no action or inaction of the Receiving Party, whichever is longer.

# 6. Return of Materials

Upon the Disclosing Party's request, the Receiving Party shall promptly return or destroy all documents and other tangible materials representing the Confidential Information and any copies thereof.

# 7. No License

Nothing in this Agreement grants the Receiving Party any rights in or to the Confidential Information except as expressly set forth herein.

# 8. No Waiver

No failure or delay by either party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege under this Agreement.

# 9. Remedies

The Receiving Party agrees that any breach of this Agreement will cause irreparable harm to the Disclosing Party for which damages would not be an adequate remedy, and therefore, the Disclosing Party shall be entitled to equitable relief in addition to all other remedies available at law or in equity.

# 10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [State/Country], without regard to its conflict of laws principles.

# 11. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter.

# 12. Amendments

This Agreement may not be amended or modified except by a written agreement signed by both parties.

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

Disclosing Party:  
[Your Full Name or Company Name]

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: [Your Name]  
Date: [Date]

Receiving Party:  
Serhii Riabcheniuk

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: Serhii Riabcheniuk  
Date: [Date]