

# MUTUAL NON-DISCLOSURE AGREEMENT

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Version 1.0 — February 2026

## PARTIES

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

1. **Scuttle Development**, a sole proprietorship (*eenmanszaak*) registered with the Dutch Chamber of Commerce under number 96040947, having its registered address at Dirigentplein 144, 5642 RK Eindhoven, The Netherlands, represented by its owner, hereinafter referred to as "**Scuttle**";

and

2. **[Client Name]**, [legal form], having its registered address at [Address], represented by [Name], [Title], hereinafter referred to as "**Client**";

hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

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## RECITALS

### WHEREAS:

(A) The Parties intend to explore or engage in a business relationship relating to software development, IT consulting, and/or related services (the "Purpose");

(B) In the course of this relationship, each Party may disclose Confidential Information to the other Party;

(C) The Parties wish to establish the terms under which such Confidential Information shall be disclosed, received, and protected;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

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## Article 1 — Definitions

1.1. "**Confidential Information**" means all information, in any form or medium (whether written, oral, electronic, visual, or otherwise), that is disclosed by or on behalf of one Party (the "Disclosing Party")

to the other Party (the "Receiving Party"), either directly or indirectly, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to:

- (a) Source code, object code, software architecture, and database schemas;
- (b) API keys, credentials, tokens, encryption keys, and security configurations;
- (c) Product roadmaps, feature specifications, and technical documentation;
- (d) Business strategies, financial information, pricing models, and client lists;
- (e) Prompt engineering strategies, custom AI workflows, AI model configurations, fine-tuning data, and AI-related intellectual property;
- (f) Trade secrets, inventions, know-how, and proprietary methodologies;
- (g) Personal data and any information subject to data protection regulations.

1.2. **"Disclosing Party"** means the Party that discloses Confidential Information to the other Party.

1.3. **"Receiving Party"** means the Party that receives Confidential Information from the other Party.

1.4. **"Representatives"** means a Party's directors, officers, employees, agents, advisors, consultants, and subcontractors who have a legitimate need to access Confidential Information for the Purpose and who are bound by confidentiality obligations no less restrictive than those set forth in this Agreement.

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## Article 2 — Obligations of the Receiving Party

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2.1. The Receiving Party shall:

- (a) Hold all Confidential Information in strict confidence and treat it with at least the same degree of care as it treats its own confidential information, but in no event less than a reasonable degree of care;
- (b) Use the Confidential Information solely for the Purpose and for no other purpose whatsoever;
- (c) Not disclose, publish, or otherwise disseminate Confidential Information to any third party without the prior written consent of the Disclosing Party;
- (d) Restrict access to Confidential Information to those of its Representatives who have a need to know, and ensure that such Representatives are informed of the confidential nature of the information and are bound by obligations of confidentiality no less restrictive than those contained in this Agreement;

(e) Promptly notify the Disclosing Party in writing of any unauthorized access, use, or disclosure of Confidential Information of which the Receiving Party becomes aware.

2.2. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives as if such breach were committed by the Receiving Party itself.

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## Article 3 — Artificial Intelligence Data Protection

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3.1. **Prohibition on Public AI Input.** Neither Party shall input, upload, transmit, or otherwise make available the other Party's Confidential Information to any public or consumer-grade Artificial Intelligence model, tool, platform, or service (including but not limited to publicly available versions of ChatGPT, Claude, Gemini, or similar large language models), unless:

- (a) The AI tool is explicitly configured with **Zero Data Retention (ZDR)** or equivalent technical measures that verifiably prevent the data from being stored, logged, or used for model training; or
- (b) The AI tool is an enterprise-grade version with contractual guarantees that submitted data will not be used for model training, improvement, or any purpose other than generating the immediate response.

3.2. **Documentation.** The Receiving Party shall, upon reasonable request, provide documentation or evidence that any AI tool used in connection with the Disclosing Party's Confidential Information meets the requirements of Article 3.1.

3.3. **Breach.** Any input of Confidential Information into an AI tool in violation of this Article shall constitute a material breach of this Agreement, triggering the penalty provisions in Article 7.

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## Article 4 — Exceptions to Confidentiality

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4.1. The obligations under this Agreement shall not apply to information that the Receiving Party can demonstrate by competent evidence:

- (a) Was already in the public domain at the time of disclosure, or subsequently enters the public domain through no fault or act of the Receiving Party;
- (b) Was already known to or in the lawful possession of the Receiving Party at the time of disclosure, as evidenced by written records predating the disclosure;
- (c) Was independently developed by the Receiving Party without reference to or use of the Confidential Information, as evidenced by written records;
- (d) Was lawfully received from a third party who was not under an obligation of confidentiality with respect to such information;

(e) Is required to be disclosed by applicable law, regulation, or order of a court or governmental authority, provided that the Receiving Party:

- Gives the Disclosing Party prompt written notice prior to such disclosure (to the extent legally permitted);
- Cooperates with the Disclosing Party's reasonable efforts to obtain a protective order or other appropriate remedy;
- Discloses only such portion of the Confidential Information as is legally required.

4.2. The burden of proving that any exception under Article 4.1 applies rests with the Receiving Party.

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## Article 5 — Term and Survival

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5.1. This Agreement shall enter into force on the Effective Date and shall remain in force for the duration of the business relationship between the Parties and for a period of **five (5) years** following its termination or expiration, whichever occurs later.

5.2. Either Party may terminate this Agreement at any time by providing **thirty (30) calendar days** written notice to the other Party. Termination of this Agreement shall not release either Party from its obligations with respect to Confidential Information disclosed prior to the date of termination.

5.3. The confidentiality obligations under this Agreement shall survive any termination or expiration for the full survival period specified in Article 5.1.

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## Article 6 — Return and Destruction of Confidential Information

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6.1. Upon the written request of the Disclosing Party or upon termination of this Agreement, the Receiving Party shall, at the Disclosing Party's election, promptly:

- (a) Return all tangible materials containing Confidential Information (including all copies, extracts, and summaries thereof) to the Disclosing Party; or
- (b) Destroy all tangible and digital copies of Confidential Information (including all copies, extracts, and summaries thereof) using industry-standard data destruction methods.

6.2. The Receiving Party shall complete the return or destruction within **three (3) business days** of receiving the request and shall provide a written certificate of destruction signed by an authorized representative, confirming that all Confidential Information has been destroyed in accordance with this Article.

6.3. Notwithstanding the foregoing, the Receiving Party may retain copies of Confidential Information to the extent required by applicable law or regulation, or as automatically stored in routine backup

systems, provided that such retained information remains subject to the confidentiality obligations of this Agreement for the duration of its retention.

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## Article 7 — Penalty Clause (*Boetebeding*)

7.1. In the event of a breach of any provision of this Agreement, the breaching Party shall owe the non-breaching Party an immediately payable, non-reducible contractual penalty (*onmiddellijk opeisbare, niet voor matiging vatbare boete*) of:

- (a) **EUR 5,000 (five thousand euros)** per individual breach; plus
- (b) **EUR 500 (five hundred euros)** for each calendar day that the breach continues after the breaching Party has been notified in writing of the breach.

7.2. The penalty under Article 7.1 shall be payable without proof of damages and without prejudice to the non-breaching Party's right to claim full compensation for actual damages suffered, to the extent such damages exceed the amount of the penalty.

7.3. Payment of the penalty shall not release the breaching Party from its obligations under this Agreement, nor from its obligation to remedy the breach.

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## Article 8 — Remedies and Injunctive Relief

8.1. The Parties acknowledge that a breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages alone would be an inadequate remedy.

8.2. In addition to the penalty under Article 7 and any other remedies available at law, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, or other equitable remedies from any court of competent jurisdiction, without the requirement of posting a bond or proving actual damages.

8.3. The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies available at law or in equity.

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## Article 9 — No Rights Granted

9.1. Nothing in this Agreement shall be construed as granting any license, right, title, or interest in or to any Confidential Information, intellectual property, or trade secrets of the Disclosing Party.

9.2. This Agreement does not create any obligation on either Party to enter into any further agreement, business relationship, or transaction.

9.3. This Agreement does not create a partnership, joint venture, agency, or employment relationship between the Parties.

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## Article 10 — Relationship to Other Agreements

10.1. Where the Parties enter into a separate service agreement, statement of work, or other contractual arrangement (including the General Terms and Conditions of Scuttle Development), the confidentiality provisions of this Agreement shall apply in addition to any confidentiality provisions contained in such other agreements.

10.2. In the event of a conflict between this Agreement and any other agreement between the Parties regarding the treatment of Confidential Information, the provisions that afford the greater protection to the Confidential Information shall prevail.

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## Article 11 — General Provisions

11.1. **Amendments.** No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by authorized representatives of both Parties.

11.2. **Assignment.** Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except in connection with a merger, acquisition, or sale of substantially all of its assets.

11.3. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely achieves the intended economic and legal effect.

11.4. **Waiver.** The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that Party's right to enforce that or any other provision in the future.

11.5. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings, whether written or oral, relating to such subject matter.

11.6. **Notices.** All notices under this Agreement shall be in writing and shall be deemed delivered when sent by email with confirmed receipt, or by registered mail to the addresses specified in this Agreement.

11.7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall have the same legal effect as original signatures.

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## Article 12 — Governing Law and Jurisdiction

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**12.1. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the **Netherlands**, without regard to its conflict of law principles.

**12.2. Dispute Resolution.** The Parties shall first attempt to resolve any dispute arising from or in connection with this Agreement through good-faith negotiation within a period of **thirty (30) calendar days**.

**12.3. Jurisdiction.** If amicable resolution fails, any dispute arising from or in connection with this Agreement shall be submitted exclusively to the competent court in the district of **Oost-Brabant, The Netherlands**.

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## SIGNATURES

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

### SCUTTLE DEVELOPMENT

Name: \_\_\_\_\_  
Title: Owner  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

### [CLIENT NAME]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

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*End of Mutual Non-Disclosure Agreement — Scuttle Development*