

Non-Disclosure Agreement

Software Enterprise, Limmattalstrasse 308 , 8000 Zurich ('Webellissimo') and **Company name, address, ZIP, place ('You')** (each a 'Party' and together the 'Parties') agree to this Non-Disclosure Agreement ('NDA') in order to be able to evaluate, enter into and complete business transactions ('Purpose').

1. The NDA comes into effect when both Parties have signed it.
2. Either Party can disclose business, technical, financial and other information to the other Party relating to the Purpose that the disclosing Party considers confidential ('Confidential Information'). Confidential Information includes all information exchanged directly, indirectly, in writing, orally or in any other way by the Parties in relation to the Purpose prior to or after entering into this NDA. Confidential Information does not have to be marked as confidential to fall under this NDA.
3. The receiving Party can only use Confidential Information for the Purpose. The receiving Party shall protect Confidential Information and prevent any unauthorised use or disclosure. The receiving Party may share Confidential Information with its group companies, employees, agents or third-party contractors (or those of its group companies) ('Authorised Third Parties') who need to know it in connection with the Purpose on the condition that the receiving Party takes all necessary measures to ensure that the Authorised Third Parties comply with this NDA. Either Party can disclose Confidential Information when compelled by law, provided that it gives reasonable prior notice to the other Party, unless a court orders that notice is forbidden.
4. Confidential Information does not include information that (a) was known to the receiving Party without restriction before receiving it from the disclosing Party, (b) is publicly available through no fault of the receiving Party, (c) is lawfully received by the receiving Party from a third party without a duty of confidentiality and (d) is independently developed by the receiving Party.
5. Unless the Parties agree otherwise in writing, the terms of this Agreement apply for five years from the date the Confidential Information was disclosed.
6. Either Party can terminate this NDA by giving 30 days' prior written notice. Confidential Information disclosed prior to termination continues to be subject to the provisions of this NDA for a duration of five years from the time of disclosure.
7. This NDA imposes no obligation to proceed with any business transaction.
8. No Party, including Authorised Third Parties, acquires any intellectual property rights under this NDA except the limited rights necessary to use the Confidential Information for the Purpose.
9. This NDA does not create any agency or partnership relationship. This NDA is not assignable or otherwise transferable by either Party without the prior written consent of the other Party.
10. This NDA is the Parties' entire agreement on this topic, superseding any other contracts, agreements and conventions, whether oral or written. Any amendments must be made in writing. Failure to enforce any of the provisions of this NDA will not constitute a waiver.
11. This NDA is governed by Bulgarian or Swiss law. The place of jurisdiction is either Burgas or Zurich, at the option of the plaintiff.

For Software Enterprise

For **Company name:**

Place, date:

Name, Title

Zurich, XX MM 2017

Eng. Nonchev

CEO at Webellissimo.com_____