

# Non-Disclosure Agreement (NDA)

between

[Vimmera AI Solutions GmbH, Löwestrasse 66, 14612 Falkensee  
– hereinafter “the First Party”]

and

[Insert prospective party name here  
– hereinafter “the Second Party”]

– collectively referred to as “the Parties” hereinafter –

## Preamble

The Parties intend to enter into business negotiations or are already in an ongoing or planned business relationship. In the course of this relationship, it may be necessary to exchange confidential business information and trade secrets. This Agreement governs the handling of such information and ensures that it is treated as confidential even if no specific collaboration is concluded or if one already exists.

## § 1 – Definition of Confidential Information

“Confidential Information” refers to all information that one Party discloses to the other Party in the context of negotiations, due diligence, or an existing or planned cooperation – regardless of whether such information is communicated orally, in writing, electronically, or by other means. This includes, among others, but is not limited to:

- Technical data (e.g., design drawings, source code, software architectures),
- Commercial information (e.g., pricing models, revenue forecasts),
- Strategic planning and concepts,
- Legal and personnel details,
- Business models, market analyses, product strategies,
- Algorithms, training data, APIs, and internal documentation.

## **§ 2 – Confidentiality Obligation**

The receiving Party undertakes to use the Confidential Information exclusively for the purpose of the cooperation and not to disclose it to third parties without the prior written consent of the disclosing Party. Disclosure is permitted only if:

- the information is already publicly known or became publicly accessible without breach of this Agreement,
- the information was lawfully obtained from a third party without any confidentiality obligation,
- the information was developed independently of the disclosing Party.

## **§ 3 – Confidentiality Within the Organization**

Each Party undertakes to also bind in writing all employees or third parties who have access to Confidential Information to maintain confidentiality. Access to such information shall be restricted to those who require it for the performance of the cooperation (“need-to-know” principle). Upon request of the disclosing Party, evidence of such obligations shall be provided.

## **§ 4 – Protection of Confidential Information**

The Parties are obliged to implement appropriate technical and organizational measures to protect the Confidential Information against loss, unauthorized access, misuse, or disclosure. Use of such information is permitted only for the purposes of the cooperation and requires the express written consent of the disclosing Party for any other use.

## **§ 5 – Confidentiality of the Agreement and External Communications**

The confidentiality obligations also extend to the existence and content of this Agreement and to all related business relationships. Public relations, such as naming the other Party as a reference or in press releases, is permitted only with the prior written consent of the Party concerned in each case.

## **§ 6 – Legal Consequences in Case of Breach**

A breach of this Agreement, in particular with regard to the disclosure of trade secrets or the abusive use of Confidential Information, may result in civil and/or criminal consequences. Possible sanctions include:

- claims for damages,
- court injunctions,
- fines or regulatory measures,
- criminal investigations and convictions.

## **§ 7 – Validity and Duration of the Confidentiality Obligations**

This Agreement enters into force upon legally binding signature by both Parties. The confidentiality obligations apply to all information disclosed both before and after this Agreement enters into force. The confidentiality obligation shall remain in effect for a period of five years from the date of disclosure. For trade secrets and information protected by copyright or data protection law, these obligations shall apply for an indefinite period, insofar as legally permissible.

## **§ 8 – Return and Destruction of Confidential Information**

Upon request of the disclosing Party, all received Confidential Information, including electronic copies, backups, and printed materials, shall be returned without undue delay or irreversibly destroyed. Upon request of the disclosing Party, the receiving Party shall provide evidence of the return or destruction. Any right of retention is excluded.

## **§ 9 – Rights in the Event of a Breach**

In the event of a breach of this Agreement, the affected Party shall be entitled to:

- seek injunctive relief,
- claim damages if the damage can be proven,
- demand the immediate return or deletion of the affected information.

Further statutory rights remain unaffected.

## **§ 10 – Written Form and Amendments**

There are no oral side agreements to this Agreement. Amendments or additions must be made in writing and signed by both Parties. This also applies to any waiver of the written form requirement.

### **§ 11 – Invalidity of Individual Provisions**

Should any provision of this Agreement be wholly or partially invalid or unenforceable, the validity of the remaining provisions shall not be affected. In place of the invalid provision, a valid provision shall apply that comes closest to the economic purpose.

### **§ 12 – Governing Law and Jurisdiction**

This Agreement shall be governed exclusively by the laws of the Federal Republic of Germany, excluding its conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be the registered office of Vimmera AI Solutions GmbH, insofar as legally permissible.

### **Signatures**

Place, Date

Name, Position  
(First Party)

Place, Date

Name, Position  
(Second Party)