

# nda

# 01.09.2023

non-disclosure agreement

client:

project name:



**Fan Studio SRL**

VAT Reg no: RO34004562

14 BUNA VESTIRE ST

IASI, 700455

ROMANIA

[www.fanstudio.co.uk](http://www.fanstudio.co.uk)

This **Non-Disclosure Agreement** (“**Agreement**”) is made and effective this **Sept 2023**, by and between **Fan Studio**, a UK and ROMANIAN Company (“**Company/Recipient**”) And \_\_\_\_\_ (“**Company/Recipient**”).

# confidentiality

The Parties hereby agree as follows:

1. For purposes of this **Agreement**, "Confidential Information" shall mean any and all non-public information the **Company** has disclosed or may disclose to the **Recipient**, including but not limited to information related to: production of legal materials, software development and design, business or software architecture, software not yet known to the public, clients or prospective clients, internal communications, events, or meetings, or any other research, development, operations, marketing, transactions, regulatory affairs, discoveries, inventions, methods, processes, articles, materials, algorithms, formulas, specifications, designs, drawings, data, strategies, plans, prospects, know-how and ideas, whether tangible or intangible, and including all copies, analyses and other derivatives thereof.
2. The **Recipient** agrees (i) not to disclose any Confidential Information or any information derived therefrom to any third person, (ii) to keep the **Company's** Confidential Information confidential and take all the reasonable precautions to protect the confidentiality of such Confidential Information with the same degree of care with which it protects the confidentiality of its own confidential information, but in no event with less than a reasonable degree of care, and (iii) not to use any Confidential Information for any purpose whatsoever except to advance the legitimate business interests of the **Company** under written or oral instruction of the **Company's** authorised officers.
3. All right, title, and interest in and to the Confidential Information shall remain with **Company** or its licensors. Nothing in this **Agreement** is intended to grant any rights to **Recipient** under any patents, copyrights, trademarks, or trade secrets of **Company**.
4. This agreement may not be amended except in writing signed by a duly authorised representative of the respective party. **A duly authorised representative for each respective party is evidenced by the signatures below.** This Agreement shall control in the event of a conflict with any other agreement between the Parties with respect to the subject matter hereof. The failure of either party to enforce its rights under this **Agreement** at any time for any period shall not be construed as a waiver of such rights.

This **Non-Disclosure Agreement** (“**Agreement**”) is made and effective this **April 2023**, by and between **Fan Studio**, a UK and ROMANIAN Company (“**Company/Recipient**”) And \_\_\_\_\_ (“**Company/Recipient**”).

5. This revision lends its way for keeping the parties accountable to one another. Only **FAN STUDIO** (represented by **ANDREI BUTA**) and \_\_\_\_\_ can sign the NDA jointly or separately on behalf of \_\_\_\_\_ as the sole corporate directors having such authority to contractually obligate the company. It is best to be clear that no other voice from our organisation or otherwise may make representations, warranties, or contractual obligations on our behalf.

# governing law

This **Agreement** shall be construed and enforced according to the laws of the **European Union** and any dispute under this **Agreement** must be brought in this venue and no other.

In Witness whereof, the parties have executed this **Agreement** as of the date first written below.



\_\_\_\_\_ (Company/Recipient)

Name: **Andrei BUTA**

Title: Director

Date: 01/09/2023

\_\_\_\_\_ (Company/Recipient)

Name:

Title:

Date:

**thank you for your business**