**SOFTWARE DEVELOPMENT NONDISCLOSURE AGREEMENT\***

This Nondisclosure Agreement is made effective as of 06th Nov. 2017. (the “Effective Date”)

between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ with a principal place of living inCroatia (hereinafter referred to as “Disclosing Party”)

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with its principal office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_, VAT \_\_\_\_\_\_\_\_\_\_\_\_\_ represented by \_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as “Receiving Party”) and collectively known as the “Parties”.

In consideration of Discloser making confidential information available to the Receiving Party, the parties hereby agree as follows:

 1. Purpose. Disclosing Party and RECEIVING PARTY wish to explore the possibility of mutually beneficial business Relationships (the “Relationship”). In that process Disclosing Party will disclose Confidential Information to RECEIVING PARTY.

 2. Definition of Confidential Information. “Confidential Information” means any information, technical data, or know how, 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, internal communications, events, or meetings, or any other research, development, operations, marketing, transactions, 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 of the Disclosing Party. Confidential Information does not include information, which (a) is in the possession of Receiving Party at the time of disclosure; (b) prior to or after the time of disclosure becomes generally known to the public, not as a result of any improper inaction or action of the Receiving Party; (c) is disclosed to Receiving Party by another third party subsequent to disclosure by Disclosing Party, and disclosure by such other third party is not in violation of any confidentiality agreement or obligation to the Disclosing Party; or (d) is approved by the Disclosing Party, in writing, for release.

 3. Nondisclosure of Confidential Information. Receiving Party agrees not to use any Confidential Information disclosed to it by Disclosing Party for its own use or for any other purpose except to carry out discussions concerning, and the undertaking of, the Relationship. Receiving Party will not disclose any Confidential Information of the Disclosing Party to third parties or employees of Receiving Party, except representatives and employees who are required to have the information in order to carry out discussions regarding the Relationship and who are bound, in writing, to keep Confidential Information in confidence both during and after the term of their employment with the Receiving Party. Receiving Party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Disclosing Party in order to prevent it from falling into the public domain or possession of persons other than those persons authorized hereunder to have any such information. Such measures shall include the same degree of care that the Receiving Party utilizes to protect its own Confidential Information of a similar nature. Receiving Party agrees to notify the Disclosing Party in writing of any misuse or misappropriation of Confidential Information of the Disclosing Party which may come to Receiving Party’s attention.

 4. Return of Materials. Any materials or documents which have been furnished by disclosing party to the Receiving Party in connection with the Relationship will be promptly returned by the Receiving Party, accompanied by all copies of such documentation, within ten (10) day after (a) the Relationship or the discussions with respect thereto have been terminated or (b) a written request of the Disclosing Party. Alternatively, Receiving Party may destroy such materials or documents and confirm such destruction to the Disclosing Party in writing.

 5. No Rights Granted. Nothing in this Nondisclosure Agreement is intended to grant any rights under any patent or copyright of either party, nor shall this Nondisclosure Agreement grant either party any rights in or the other party’s Confidential Information, except the limited right to review such Confidential Information in connection with the proposed Relationship between the parties.

 6. Term. The foregoing commitments of each party shall survive any termination of the Relationship between the parties or discussions concerning the undertaking of the Relationship, and shall continue for a period terminating three (3) years following the date of this Nondisclosure Agreement. However, the parties’ obligation to protect trade secrets and copyright is perpetual.

 7. Miscellaneous. This Nondisclsoure Agreement shall be binding upon and for the benefit of undersigned parties, their successor and assigns, provided that Confidential Information of the Disclosing Party may not be assigned without the prior written consent of the Disclosing Party. Failure to enforce any provisions of this Nondisclosure Agreement by a party shall not constitute a waiver of any term hereof by such party.

 8. Severability. The provisions of this Agreement are severable. In the event, any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions hereof and the provision shall be reformed to be enforceable and reflect as closely as possible the intent of the original provision.

 9. Audit. Disclosing Party reserves the right, at reasonable times in a reasonable manner and upon reasonable prior notice, to monitor and confirm compliance with the provisions of this Agreement as to Receiving Party’s treatment of the Confidential Information delivered to or obtained by Receiving Party. Receiving Party will cooperate with the Discloser exercise of its rights under this Article 9.

 10. Governing Law. Any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement shall be settled by arbitration in Zagreb, Croatia. Such arbitration shall be conducted in accordance with the Rule of Arbitration of International Chamber of Commerce by three (3) arbitrators, excluding ordinary courts of law. Discloser and Receiving party shall each appoint one (1) arbitrator and these appointed arbitrators shall in turn appoint a third arbitrator. The language of the arbitration shall be English. The cost for arbitration shall be borne by either Party or both Parties as determined by the arbitration award. The arbitration award shall be final and binding on the Parties with respect to such a controversy, claim or breach, and the Parties agree to be bound thereby and act accordingly.

 11. Remedies. Each party agrees that its obligations provided herein are necessary and reasonable in order to protect the Disclosing Party in its business, and each party expressly agrees that monetary damages would be inadequate to compensate Disclosing Party for any breach by Receiving Party of its covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity, or otherwise, the Disclosing Party shall be entitled to obtain injunctive relief against the threatened breach of this Nondisclosure Agreement or the continuation of any such breach by Receiving Party, without the necessity of proving actual damages.

Disclosing Party RECEIVING PARTY

Signed Signed

Name Name

Position Position

Date

*\* Ovaj predložak je isključivo informativne prirode te ne predstavlja obvezujuće stručno ili pravno mišljenje. Prije upotrebe predloška treba* obratiti pozornost na mogućnost da je došlo do određenih zakonskih promjena. *Kreator ovog predloška* ne odgovara za bilo kakvu štetu koja može nastati kao posljedica korištenja predloška objavljenog na internetskim stranicama.