

NDA (Non-Disclosure Agreement)

This Non-Disclosure Agreement ("Agreement") is entered into as of _____, ("Effective Date") between Teleklik d.o.o. Banja Luka, a company incorporated under the laws of Bosnia and Herzegovina, having its principal place of business at Kralja Petra II Karadjordjevica 39, Banja Luka ("Teleklik"), and _____, a company incorporated under the laws of _____, having its principal place of business at _____ ("the User"). Teleklik and the User are collectively referred to as the "Parties" and individually as a "Party."

1. Purpose

The Parties desire to explore a potential business relationship where Teleklik shall provide IT infrastructure maintenance and technical support services to User. In connection with the business relationship, the Parties may disclose certain confidential and proprietary information to each other. This Agreement sets forth the terms and conditions governing the treatment and protection of such confidential information.

2. Definition of Confidential Information

"Confidential Information" refers to any non-public, proprietary information, including but not limited to, technical data, trade secrets, business plans, financial information, customer lists, software, inventions, processes, and any other information that is disclosed by either Party ("Disclosing Party") to the other Party ("Receiving Party") in written, oral, electronic, or any other form, and is designated as confidential or reasonably understood to be confidential based on the nature of the information and the circumstances surrounding its disclosure.

3. Obligations of the Receiving Party

a. The Receiving Party shall hold the Confidential Information in strict confidence and use it solely for the purpose of evaluating and/or pursuing the potential business relationship between the Parties.

b. The Receiving Party shall not disclose, transfer, distribute, or make available the Confidential Information to any third party without the prior written consent of the Disclosing Party, except as required by applicable law or court order.

c. The Receiving Party shall take all reasonable measures to maintain the confidentiality of the Confidential Information and shall ensure that its employees, agents, or representatives who have access to the Confidential Information are bound by obligations of confidentiality at least as protective as those set forth in this Agreement.

4. Exclusions from Confidentiality Obligations

The obligations set forth in this Agreement shall not apply to any information that:

- a. Was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party;
- b. Is or becomes publicly available through no fault of the Receiving Party;
- c. Is lawfully obtained by the Receiving Party from a third party without any obligation of confidentiality; or
- d. Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

5. Term and Termination

- a. This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either Party upon written notice to the other Party.
- b. The obligations of confidentiality and non-use shall survive the termination of this Agreement and shall continue for a period of 3 years from the date of termination.

6. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Srpska and Bosnia and Herzegovina. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Commercial District Court in Banja Luka.

7. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, or understandings, whether written or oral.

IN WITNESS WHEREOF, the Parties have caused this Non-Disclosure Agreement to be duly executed as of the Effective Date.

Company Name: Teleklik d.o.o. Banja Luka

Authorized Representative: Nebojsa Antonijevic

Signature: _____

Date: _____

Company Name: _____

Authorized Representative: _____

Signature: _____

Date: _____