

# Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of January 16, 2026 by and between:

**Good Consulting**  
Mainstraße 123  
12345 Hamburg  
Germany

("Disclosing Party" or "Good Consulting")

and

**K15t GmbH**  
Ostendstraße 110  
70188 Stuttgart  
Germany

("Receiving Party" or "K15t GmbH")

Good Consulting and K15t GmbH are individually referred to as a "Party" and collectively as the "Parties".

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## 1. Purpose

The purpose of this Agreement is to enable the Parties to exchange certain confidential and proprietary information in connection with **consulting services, assessments, and advisory activities** related to business operations, compliance, product development, or related matters (the "**Purpose**").

## 2. Definition of Confidential Information

"**Confidential Information**" means any non-public information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally, in writing, electronically, or otherwise, including but not limited to:

- Business plans, strategies, and financial information
- Technical data, software, documentation, and system architectures

- Compliance, regulatory, and quality management information
- Customer, partner, and supplier information
- Any analyses, notes, or materials derived from the above

Confidential Information includes information disclosed before or after the Effective Date. Exclusions from Confidential Information:

- Confidential Information does **not** include information that the Receiving Party can demonstrate:
  - Is or becomes publicly available through no breach of this Agreement
  - Was lawfully known to the Receiving Party prior to disclosure
  - Is independently developed without use of the Confidential Information
  - Is rightfully received from a third party without restriction

### 3. Obligations of the Receiving Party

The Receiving Party agrees to protect the Confidential Information disclosed under this Agreement and shall:

- Use the Confidential Information solely for the Purpose described in this Agreement and for no other purpose, whether commercial or otherwise
- Restrict access to the Confidential Information to those employees, officers, or contractors who have a legitimate need to know such information for the Purpose and who are bound by written confidentiality obligations no less protective than those set out herein
- Not copy, reproduce, summarize, or distribute the Confidential Information except as strictly necessary for the Purpose
- Promptly notify the Disclosing Party upon becoming aware of any unauthorized access, disclosure, or use of the Confidential Information

The Receiving Party shall be responsible for any breach of this Agreement caused by its employees, contractors, or representatives.

### 4. Permitted Disclosures

The Receiving Party may disclose Confidential Information if required by law, regulation, or court order, provided that (where legally permitted) it gives prompt notice to the Disclosing Party and cooperates in seeking protective measures.

### 5. Ownership and No License

All Confidential Information remains the property of the Disclosing Party.

Nothing in this Agreement grants any license or rights, by implication or otherwise, to the Confidential Information except as expressly stated herein.



## 6. Return or Destruction of Information

Upon written request or termination of the business relationship, the Receiving Party shall promptly return or destroy all Confidential Information, including copies, unless retention is required by law or internal compliance obligations.

## 7. Term and Survival

This Agreement shall commence on the Effective Date and remain in effect for **3 years**. The obligations regarding Confidential Information shall survive termination of this Agreement for a period of **[e.g., five (5) years]** after termination.

## 8. No Warranty

All Confidential Information is provided "**as is**". The Disclosing Party makes no representations or warranties regarding the accuracy or completeness of the Confidential Information.

## 9. Limitation of Liability

Neither Party shall be liable for indirect, incidental, or consequential damages arising out of this Agreement, except in cases of willful misconduct or gross negligence.

## 10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of **Germany**, excluding its conflict of law principles.

The courts of **Stuttgart, Germany** shall have exclusive jurisdiction.

## 11. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of **Germany**, excluding its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The Parties agree that the courts located in **Stuttgart, Germany** shall have exclusive jurisdiction over any disputes arising out of or in connection with this Agreement, including disputes regarding its existence, validity, or termination.

Nothing in this section shall prevent either Party from seeking injunctive or equitable relief in any competent jurisdiction to protect its Confidential Information.



12. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Good Consulting

K15t GmbH

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
City and date

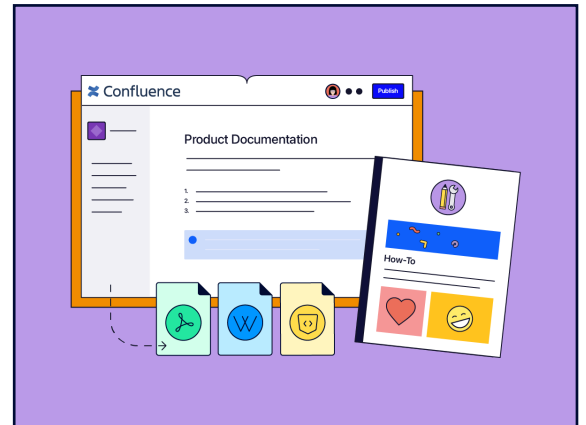
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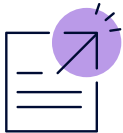
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