Non-Disclosure Agreement (NDA)

Project	

1. Duraware

Name	Duraware BV
Address	
Company number	

hereinafter "Duraware";

2. Customer

Name	
Address	
Company number (if applicable)	

hereinafter "the Customer".

The Customer has Duraware review, improve and/or prepare software for production (the "Project"). In doing so, Duraware gets access to confidential information of the Customer. The parties agree as follows.

1. Confidential Information

All non-public information that the Customer provides to Duraware in the context of the Project, or that Duraware gets access to, such as source code, repositories, architecture, security settings, data models, hosting and infrastructure details and commercial information. Duraware's findings about the Customer's software (for example vulnerabilities found) are also confidential.

The Customer likewise treats Duraware's quotes, prices and working methods as confidential.

2. Duraware's obligations

Duraware:

1. keeps the Confidential Information secret and uses it only for the Project;
2. shares it only with employees and subcontractors who need it for the Project and are bound by an equivalent duty of confidentiality;
3. takes reasonable technical and organisational measures to protect it.

Duraware may use software and cloud services for the Project (such as code hosting and AI tools), provided the provider is contractually bound to confidentiality and does not use the data to train its own models. This does not count as disclosure to third parties.

3. Exceptions

The duty of confidentiality does not apply to information that:

1. is or becomes public through no fault of Duraware;
2. Duraware already lawfully held before the Project;
3. Duraware develops independently, without using the Confidential Information;
4. Duraware must disclose by law or by court order. Duraware will inform the Customer in advance, where permitted.

General knowledge, experience and skills that Duraware gains during the Project, and Duraware's generic tools and working methods, remain free to use, as long as no Confidential Information is disclosed.

4. Return

At the end of the Project, or earlier at the Customer's request, Duraware returns or destroys the Confidential Information and confirms this in writing. Duraware may keep copies it is legally required to keep or that are held in automatic backups; these remain covered by this agreement.

Ownership of what Duraware delivers (reports, code) is set out in the quote or service agreement.

5. Duration

This agreement applies from signature. The duty of confidentiality lasts until 5 years after the end of the Project (the last delivery or the end of the assignment). For source code and trade secrets it lasts as long as that information remains confidential.

6. Liability

Duraware's liability under this agreement is limited to direct damage, up to the total amount Duraware invoiced for the Project, except in case of intent or fraud.

7. Personal data

If Duraware processes personal data on behalf of the Customer, the parties conclude a separate data processing agreement for it.

8. Applicable law and signature

Belgian law applies to this agreement. Disputes are brought before the courts of the judicial district where Duraware has its registered office.

This agreement is signed electronically with a qualified electronic signature (for example the Belgian eID). The date of signature is the date of the last signature.

For Duraware BV	**For the Customer**
Name and title	Name and title