

# NON-DISCLOSURE AGREEMENT (NDA)

Konfidentsiaalsuskokkulepe — governed by Estonian law (VÕS)

This Non-Disclosure Agreement ("Agreement") is entered into between the parties below for the purpose of protecting Confidential Information exchanged during their business relationship. Governing law: Republic of Estonia (Law of Obligations Act / Võlaõigusseadus, VÕS).

## DISCLOSING PARTY:

Company / individual name: \_\_\_\_\_

Registry code / personal ID: \_\_\_\_\_

Address: \_\_\_\_\_

Representative: \_\_\_\_\_

## RECEIVING PARTY:

Company / individual name: \_\_\_\_\_

Registry code / personal ID: \_\_\_\_\_

Address: \_\_\_\_\_

Representative: \_\_\_\_\_

## 1. PURPOSE

The Parties intend to engage in discussions regarding \_\_\_\_\_ (the "Purpose"). In the course of these discussions, the Disclosing Party may share Confidential Information with the Receiving Party.

## 2. CONFIDENTIAL INFORMATION

"Confidential Information" means any non-public information disclosed by the Disclosing Party, including: trade secrets, business plans, financial data, customer lists, supplier information, technical specifications, source code, algorithms, pricing, marketing strategies, and any other information marked as confidential or which a reasonable person would consider confidential under the circumstances.

## 3. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to: (a) keep all Confidential Information strictly confidential; (b) use it only for the Purpose; (c) not disclose to any third party without prior written consent; (d) limit access to employees / advisors with a need to know who are bound by similar confidentiality obligations; (e) protect Confidential Information with at least the same standard of care it uses for its own confidential information (and no less than reasonable care).

## 4. EXCLUSIONS

These obligations do not apply to information that: (a) is or becomes publicly known through no breach of this Agreement; (b) was rightfully in the Receiving Party's possession prior to disclosure; (c) is independently developed without use of Confidential Information; (d) is rightfully obtained from a third party without breach of confidentiality; (e) is required to be disclosed by law or court order (with prompt notice to the Disclosing Party).

## 5. TERM

Duration of NDA (e.g., "5 years from signing"): \_\_\_\_\_

Survival of confidentiality obligations (e.g., "5 years post-termination"):  
\_\_\_\_\_

## 6. RETURN OF MATERIALS

Upon termination or written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information (including copies) and certify destruction in writing.

## 7. BREACH AND REMEDIES

The Receiving Party acknowledges that breach of this Agreement may cause irreparable harm to the Disclosing Party. In addition to actual damages, breach shall trigger a contractual penalty of EUR \_\_\_\_\_ per incident (VÕS § 162 — courts may adjust if disproportionate). The Disclosing Party may seek injunctive relief in Estonian courts.

## 8. GENERAL

8.1. **\*\*Governing law\*\***: Republic of Estonia.

8.2. **\*\*Jurisdiction\*\***: Estonian courts of competent jurisdiction. Alternative: Estonian Arbitration Court.

8.3. **\*\*Amendments\*\***: must be in writing, signed by both Parties.

8.4. **\*\*Entire agreement\*\***: this Agreement supersedes all prior discussions on confidentiality between the Parties.

8.5. **\*\*Severability\*\***: if any provision is found invalid, the remainder remains in effect.

Place: \_\_\_\_\_ Date: \_\_\_\_\_

DISCLOSING PARTY

RECEIVING PARTY

\_\_\_\_\_  
(allkiri, kuupäev)

\_\_\_\_\_  
(allkiri, kuupäev)

*Note: this NDA template follows Estonian law (VÕS). Enforceable in EU (Brussels I bis) and most countries via international treaties. For multi-jurisdictional deals or M&A scenarios — adapt with a lawyer. Template by dokud.ee — informational.*

*Mall: dokud.ee — informatiivne, ei asenda õigusabi. dokud.ee ei vastuta kasutamise tagajärgede eest.*