

# **MUTUAL NON-DISCLOSURE AGREEMENT**

(General – SD IT Services LLC & "Company Name")

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How this works: This is a reusable NDA between SD IT Services LLC and any counterparty ("Company Name").

Replace only the bracketed fields before sending for signature. This template is for general information and not legal advice.

This Mutual Non-Disclosure Agreement (this "Agreement") is entered into as of [Effective Date] (the "Effective Date")

by and between:

- SD IT Services LLC, with its principal business address at L1/C3, Lidhja e Prizrenit, Gjilan 60000 ("SD IT"), and
- [Company Name], with its principal business address at [Company Address] ("Company").

SD IT and Company may be referred to individually as a "Party" and collectively as the "Parties."

## **1. Purpose**

The Parties wish to disclose certain information to each other to evaluate, plan, and/or perform the following:

Evaluate and deliver outsourced support services (customer support, helpdesk, IT, fintech, back office, web) (the "Purpose").

## **2. Definitions**

2.1 "Confidential Information" means any information disclosed by a Party (the "Disclosing Party") to the other Party

(the "Receiving Party") that is identified as confidential or that should reasonably be understood to be confidential given

the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation,

business, technical, financial, operational, product, customer, vendor, security, process, and support data; SOPs/runbooks,

ticket and KPI reports, architecture, code, interfaces, APIs, logs, credentials (shared only via approved secure channels),

and pricing; and the existence and terms of this Agreement; and any information disclosed before the Effective Date that was

marked or treated as confidential.

2.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate:

(a) is or becomes public through no breach by the Receiving Party; (b) was rightfully known by the Receiving Party without

confidentiality restrictions before disclosure; (c) is independently developed by the Receiving Party without use of or

reference to the Disclosing Party's Confidential Information; or (d) is rightfully received from a third party without a duty of confidentiality.

2.3 "Representatives" means a Party's and its Affiliates' directors, officers, employees, contractors, and professional

advisors who have a need to know for the Purpose and are bound by confidentiality obligations at least as protective as those

herein. "Affiliate" means any entity that controls, is controlled by, or is under common control with a

Party.

**3. Confidentiality Obligations**

**3.1 Non-use and Non-disclosure.** The Receiving Party shall use the Disclosing Party's Confidential Information solely for the Purpose and shall not disclose it to any person other than its Representatives on a need-to-know basis.

**3.2 Standard of Care.** The Receiving Party shall protect the Disclosing Party's Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in any case no less than reasonable care.

**3.3 Responsibility for Representatives.** The Receiving Party is responsible for any breach of this Agreement by its Representatives.

**4. Compelled Disclosure**

If the Receiving Party is required by law, regulation, or court/administrative order to disclose Confidential Information, it may do so to the minimum extent required, provided that (where legally permitted) it gives the Disclosing Party prompt written notice and reasonable cooperation to seek a protective order.

**5. Return or Destruction**

Upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all Confidential Information and certify destruction in writing, except that the Receiving Party may retain: (a) copies as required by law or bona fide compliance policies (e.g., archival backups), and (b) copies stored on routine backup media that are not readily accessible, which remain subject to this Agreement until destroyed in the ordinary course.

**6. No License; Ownership**

All Confidential Information is and remains the sole property of the Disclosing Party. No license or other rights are granted by this Agreement except the limited right to use the Confidential Information for the Purpose.

**7. No Warranty**

**ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF ACCURACY, COMPLETENESS, AND FITNESS FOR A PARTICULAR PURPOSE.**

**8. Term; Survival**

**8.1 Term.** This Agreement commences on the Effective Date and continues for one (1) year unless earlier terminated by either Party on written notice. (You may edit this duration as needed.)

**8.2 Survival.** A Receiving Party's confidentiality obligations under this Agreement shall survive for three (3) years from the date of each disclosure; for trade secrets, obligations survive as long as such information remains a trade secret under applicable law.

**9. Remedies**

The Parties agree that a breach may cause irreparable harm for which monetary damages are inadequate. The Disclosing Party is entitled to seek injunctive relief and other equitable remedies in addition to any legal remedies, without posting bond.

## 10. Export; Sanctions

Each Party will comply with applicable export control and sanctions laws in connection with the exchange and use of Confidential Information.

## 11. Governing Law; Venue

This Agreement is governed by the laws of the Republic of Kosovo, without regard to conflict-of-laws rules. The Parties submit to the exclusive jurisdiction and venue of the courts located in Pristina, Kosovo. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

## 12. Notices

Notices must be in writing and are deemed given when (a) delivered personally; (b) sent by nationally recognized courier with tracking; or (c) sent by email with confirmation to the addresses below (with a copy by courier).

- To SD IT:

Attn: CEO Shaqir Maliqi  
Address: L1/C3, Lidhja e Prizrenit, Gjilan 60000  
Email: info@sdit-services.com

- To Company:

Attn: [Client's Name/Title]  
Address: [Company Address]  
Email: [Client Email]

## 13. Assignment; Entire Agreement; Amendments; Counterparts

This Agreement may not be assigned by either Party without the other Party's prior written consent, except to a successor by merger, reorganization, or sale of substantially all assets. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous understandings. Any amendment or waiver must be in writing and signed by both Parties. If any provision is held invalid, the remainder will continue in full force. This Agreement may be executed in counterparts, including via electronic signatures and PDF, each of which is deemed an original.

## SIGNATURES

SD IT Services LLC

By: \_\_\_\_\_

Name: Shaqir Maliqi  
Title: Chief Executive Officer  
Email: shaqir@sdit-services.com  
Date: [date]

[Company Name]

By: \_\_\_\_\_

Name: [Client's Name]  
Title: [Client's Title]  
Email: [Client Email]  
Date: [date]

## Schedule A (Optional) — Description of Purpose

- Project/engagement name: [ ]
- Summary of services / evaluation scope: Evaluate and deliver outsourced support services (customer support, helpdesk, IT, fintech, back office, web)

- Primary tools/systems (e.g., Zendesk, Intercom, RingCentral, Jira): [ ]
- Data categories: N/A (no personal data shared under this NDA)