

## NON-DISCLOSURE AGREEMENT (NDA)

**This Non-Disclosure Agreement ("Agreement") is entered into as of [Date] ("Effective Date") by and between:**

**Inspire Capital SRL**, a limited liability company organized under the laws of Romania, with its registered office at 38 Ciresilor Str., 400487 Cluj-Napoca, registered with the Romanian Trade Registry under number J2025008245002, ("Recipient" or "Inspire Capital");

**and**

**[Disclosing Party Name]**, a company or individual with its principal place of business or residence at [Insert Address], ("Discloser").

**Collectively referred to as the "Parties" and individually as a "Party".**

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### 1. Purpose

The Discloser intends to disclose certain confidential and proprietary information to Inspire Capital SRL for the purpose of evaluating a potential business relationship, including investment or financial consultancy services ("Purpose").

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### 2. Definition of Confidential Information

"Confidential Information" means any non-public, proprietary, or sensitive information disclosed by one Party to the other, in oral, written, digital, or any other form, including but not limited to business plans, financial data, projections, technology, products, processes, client information, or know-how.

Confidential Information does **not** include information that:

- Was publicly known at the time of disclosure;
- Becomes publicly known through no fault of the receiving Party;
- Is lawfully obtained from a third party without restriction;
- Is independently developed without use of or reference to the Discloser's information.



+40 744 699 491

contact@inspirecapital.vc

Cluj-Napoca, Romania

www.inspirecapital.vc

### 3. Obligations of Confidentiality

The Recipient agrees to:

- Maintain the confidentiality of the disclosed information using reasonable care;
  - Not disclose the information to third parties without the prior written consent of the Discloser;
  - Use the information solely for the Purpose defined in this Agreement.
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### 4. Term

This Agreement shall remain in effect for a period of **two (2) years** from the Effective Date. The obligations of confidentiality shall survive termination for **an additional three (3) years** from the date of termination.

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### 5. Return or Destruction

Upon request, the Recipient will promptly return or destroy all Confidential Information, including any copies or summaries, and certify such destruction in writing if required.

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### 6. No License or Obligation

Nothing in this Agreement grants the Recipient any rights in or to the Confidential Information except as expressly set forth. This Agreement does not obligate either Party to enter into any transaction, agreement, or business relationship.

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### 7. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Romania. Any disputes shall be subject to the exclusive jurisdiction of the courts located in Cluj-Napoca.

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## 8. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions or agreements. It may only be modified in writing signed by both Parties.

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**IN WITNESS WHEREOF**, the Parties have executed this Non-Disclosure Agreement as of the Effective Date.

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### **Inspire Capital SRL**

By:

Name: Cristina Irimie  
Title: Managing Partner  
Date:

### **[Disclosing Party Name]**

By:

Name:  
Title:  
Date: