Square Software SH.P.K.
Rruga Millosh Shutku, Nd. 14, H. 3, Ap. 17, Njësia Administrative Nr. 1, Njësia Bashkiake Nr. 1, 1004
Tiranë, Albania
NUIS M51418039H | info@square.al | square.al

SQUARE SOFTWARE SHPK

Non-Disclosure and Confidentiality Agreement

Mutual NDA

Ref. No.	
Date	

This document is to be completed with the details of the collaborating party, initialled on each page and submitted to SQUARE SOFTWARE SHPK prior to the commencement of any collaboration.

In this Agreement:

- the "Civil Code" means the Civil Code of the Republic of Albania, approved by Law No. 7850, dated 29.07.1994, as amended;
- the "Companies Law" means Law No. 9901, dated 14.04.2008, "On Entrepreneurs and Commercial Companies", as amended;
- the "Data Protection Law" means Law No. 124/2024 "On the Protection of Personal Data" of the Republic of Albania, together with the secondary legislation adopted pursuant thereto;
- the "Commissioner" means the Commissioner for the Right to Information and Protection of Personal Data of the Republic of Albania (IDP Commissioner);
- the "Agreement" means this Non-Disclosure and Confidentiality Agreement.

THE PARTIES

PARTY I: SQUARE SOFTWARE SHPK

Entity name	SQUARE SOFTWARE SHPK
Legal form	Limited Liability Company (SHPK) under the laws of the Republic of Albania
Unique Identification Number (NUIS)	M51418039H
Registered office	Rruga Millosh Shutku, Nd. 14, H. 3, Ap. 17, Njësia Administrative Nr. 1, Njësia Bashkiake Nr. 1, 1004 Tiranë, Albania
Represented by	Edmirjano Preçi, Administrator
E-mail	info@square.al | Web: www.square.al | Tel: +355 69 666 6614

(hereinafter referred to as "Square Software")

PARTY II: THE COLLABORATING PARTY

Entity name / Full name	
Legal form	
Registration No. (NUIS) / Personal ID No.	
Address	
Represented by	
Title	
E-mail	
Tel	

(hereinafter referred to as the "Collaborating Party")

Square Software and the Collaborating Party are hereinafter referred to collectively as the "Parties" and each individually as a "Party".

RECITALS

WHEREAS, the Parties intend to enter into discussions, negotiations and/or a business relationship concerning software development, information technology services and/or other services falling within the scope of business

of Square Software;

WHEREAS, in the course of such relationship each Party may disclose or make available to the other Party information of a confidential nature, including trade secrets, technical and commercial information and/or personal data;

HAVING REGARD TO the Civil Code, the Companies Law, the Data Protection Law and other legislation in force in the Republic of Albania;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties, acting of their own free will, agree as follows:

CHAPTER I
GENERAL PROVISIONS

ARTICLE 1
PURPOSE AND SCOPE OF THE AGREEMENT

1.1 This Agreement sets out the terms and conditions governing the handling, safeguarding and non-disclosure of Confidential Information exchanged between the Parties before, during and after any prospective collaboration (the "Purpose").

1.2 This Agreement is mutual in nature: the confidentiality obligations set out herein apply to each Party that receives Confidential Information from the other Party.

1.3 Nothing in this Agreement shall be construed as obliging the Parties to enter into any further agreement, to make any investment or to continue negotiations, nor as creating any partnership, joint venture, agency or employment relationship between the Parties.

ARTICLE 2
DEFINITIONS

2.1 "Confidential Information" means any and all information, in whatever form or medium (written, oral, electronic, visual or tangible), disclosed or made available by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with the Purpose, including, without limitation:

- source code and object code, software architecture, algorithms, artificial intelligence models, databases, technical documentation and specifications;
- business plans, commercial and marketing strategies, analyses, reports, pricing, offers, contractual terms and financial data;
- lists of clients, suppliers, partners and business contacts;
- know-how, trade secrets, ideas, concepts, prototypes and projects under development;
- personal data as defined in the Data Protection Law;
- the very existence and content of the negotiations and of this Agreement.

2.2 "Personal Data" means any information relating to an identified or identifiable natural person, as defined in Article 5 of the Data Protection Law.

2.3 "Processing" means any operation or set of operations performed upon personal data, such as collection, recording, organisation, structuring, storage, adaptation, consultation, use, transmission, restriction, erasure or destruction.

2.4 “Representatives” means the employees, directors, shareholders, contractors, subcontractors and professional advisers of a Party who have a need to know the Confidential Information for the fulfilment of the Purpose.

ARTICLE 3

APPLICATION

3.1 This Agreement applies to all Confidential Information exchanged between the Parties, whether or not it is expressly marked as “confidential”, where the nature of the information or the circumstances of its disclosure reasonably indicate that it is confidential.

3.2 This Agreement also covers information exchanged between the Parties prior to the date of its signature in connection with the same Purpose.

CHAPTER II
CONFIDENTIALITY OBLIGATIONS

ARTICLE 4

OBLIGATIONS OF THE RECEIVING PARTY

4.1 The Receiving Party shall:

a. protect the Confidential Information with due professional care and, in any event, with no less care than it applies to its own confidential information;
b. use the Confidential Information solely for the fulfilment of the Purpose and for no other purpose whatsoever;
c. not disclose, publish, distribute, copy, reproduce or otherwise make available the Confidential Information to any third party without the prior written consent of the Disclosing Party;
d. disclose the Confidential Information only to those of its Representatives who have a need to know it for the fulfilment of the Purpose, and ensure that such Representatives are bound by confidentiality obligations no less stringent than those set out in this Agreement; the Receiving Party shall remain liable for any breach committed by its Representatives;
e. not use the Confidential Information to develop, directly or indirectly, any competing product or service, whether for its own benefit or for the benefit of any third party;
f. not decompile, reverse engineer or disassemble any software, prototype or material made available to it, except to the extent expressly permitted by law;
g. promptly notify the Disclosing Party in writing of any loss, unauthorised access to, or unauthorised use or disclosure of, the Confidential Information of which it becomes aware, and cooperate in mitigating the consequences thereof.

ARTICLE 5

EXCLUSIONS

5.1 The obligations under this Agreement shall not apply to information which the Receiving Party can demonstrate by documentary evidence:

a. was or has become publicly available otherwise than through a breach of this Agreement;
b. was lawfully in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, free of any obligation of confidentiality;
c. was lawfully obtained from a third party who owed no duty of confidentiality to the Disclosing Party;
d. was independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party.

ARTICLE 6

COMPELLED DISCLOSURE

6.1 If the Receiving Party is required to disclose Confidential Information pursuant to a legal obligation, a court order or a request of a competent public authority, it shall, to the extent permitted by law: (a) promptly notify the Disclosing Party in writing prior to such disclosure, so as to afford the Disclosing Party the opportunity to seek a protective order or other appropriate remedy; and (b) disclose only that portion of the Confidential Information which it is legally compelled to disclose.

CHAPTER III
PROTECTION OF PERSONAL DATA

ARTICLE 7

PROCESSING OF PERSONAL DATA

7.1 Where, in connection with the Purpose, a Party processes personal data made available by the other Party, it shall act in full compliance with the Data Protection Law, the secondary legislation adopted pursuant thereto and the instructions and guidelines of the Commissioner.

7.2 In particular, the Party processing personal data shall:

a. process personal data lawfully, fairly and in a transparent manner, solely for specified, explicit and legitimate purposes, and limited to what is necessary (data minimisation);
b. not process personal data for any other purpose incompatible with the Purpose, and not transfer personal data to any third party or outside the Republic of Albania without the prior written consent of the other Party and without the legal conditions for such transfer being fulfilled;
c. ensure that the persons authorised to process the personal data have committed themselves to confidentiality;
d. assist the other Party in fulfilling its obligations to respond to requests of data subjects exercising their rights (access, rectification, erasure, restriction, objection and data portability);
e. notify the other Party without undue delay, and in any event no later than 24 (twenty-four) hours after becoming aware thereof, of any personal data breach, so as to enable the other Party to comply, where applicable, with its obligation to notify the Commissioner within 72 (seventy-two) hours;
f. upon termination of the Purpose or of this Agreement, delete or return, at the election of the other Party, all personal data, unless retention thereof is required by law.

7.3 If the collaboration between the Parties involves structured and ongoing processing of personal data on behalf of one of the Parties, the Parties shall enter into a separate data processing agreement (controller/processor) in accordance with the requirements of the Data Protection Law, which shall supplement but not supersede this Agreement.

ARTICLE 8

SECURITY MEASURES

8.1 Each Party shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including, as applicable:

a. controlling and restricting access to the Confidential Information and to personal data to authorised persons only;
b. encryption and/or pseudonymisation of data in transit and at rest, as appropriate;
c. secure storage of physical documents and of devices containing Confidential Information;
d. ensuring the confidentiality, integrity, availability and resilience of processing systems and services;

e. regular testing and evaluation of the effectiveness of the security measures.

CHAPTER IV
OWNERSHIP AND RETURN OF INFORMATION

ARTICLE 9
OWNERSHIP; NO LICENCE

9.1 The Confidential Information shall remain the exclusive property of the Disclosing Party. Nothing in this Agreement shall be construed as granting any licence, transferring any title or conferring any other right in or to the Confidential Information, or in or to any intellectual or industrial property rights, trademarks, patents, copyrights or trade secrets of the Disclosing Party.

9.2 Any material, analysis, document or work product containing or based upon the Confidential Information of the Disclosing Party shall likewise be treated as Confidential Information of that Party.

ARTICLE 10
RETURN OR DESTRUCTION OF INFORMATION

10.1 Upon completion of the Purpose, upon termination of this Agreement, or upon the first written request of the Disclosing Party, the Receiving Party shall, within 10 (ten) days: (a) return to the Disclosing Party all Confidential Information and all copies thereof; or (b) securely and irretrievably destroy the same and certify such destruction in writing.

10.2 The Receiving Party may retain one copy solely to the extent required by a legal obligation, provided that the obligations under this Agreement shall continue to apply to such retained copy.

CHAPTER V
TERM AND LIABILITY

ARTICLE 11
TERM AND SURVIVAL

11.1 This Agreement shall enter into force on the date of its signature by both Parties and shall remain in effect for a term of 5 (five) years, unless otherwise agreed by the Parties in writing.

11.2 The confidentiality obligations shall survive the termination or expiry of this Agreement, for whatever cause, for a further period of 5 (five) years. With respect to trade secrets and personal data, the obligations shall survive indefinitely, for as long as the information retains its character as a trade secret and, as regards personal data, for as long as required by the Data Protection Law.

ARTICLE 12
BREACH; REMEDIES AND INDEMNIFICATION

12.1 The Parties acknowledge that a breach of this Agreement may cause the Disclosing Party substantial harm which may be difficult to quantify, and that monetary damages may not constitute an adequate remedy. Accordingly, the Disclosing Party shall be entitled to seek from the competent court interim measures and injunctive relief to restrain any breach or threatened breach, in addition to any other remedy available at law.

12.2 In the event of a breach of the obligations under this Agreement, the breaching Party shall pay to the other Party a contractual penalty of _____ ALL per breach, without prejudice to the right of the

injured Party to claim full compensation for actual damage and loss of profit in accordance with the provisions of the Civil Code, to the extent that such damage exceeds the penalty.

12.3 A breach of the personal data protection obligations may additionally give rise to administrative liability under the Data Protection Law and/or criminal liability under the legislation in force, none of which is excluded by this Agreement.

ARTICLE 13

NON-SOLICITATION

13.1 During the term of this Agreement and for 12 (twelve) months following its termination, neither Party shall, directly or indirectly, solicit, induce or encourage any employee, contractor or client of the other Party with whom it has come into contact in connection with the Purpose to terminate their relationship with the other Party, without the prior written consent of the latter.

CHAPTER VI
FINAL PROVISIONS

ARTICLE 14

NOTICES

14.1 Any notice under this Agreement shall be made in writing and delivered to the postal or electronic addresses of the Parties set out at the head of this Agreement. Notice given by e-mail shall be deemed received on the first business day following transmission, provided that no automated non-delivery notification has been returned.

ARTICLE 15

GOVERNING LAW AND DISPUTE RESOLUTION

15.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Albania.

15.2 Any dispute arising out of or in connection with this Agreement shall first be resolved amicably between the Parties. If the dispute is not resolved within 30 (thirty) days, it shall be submitted to the competent Court of Tirana, Albania.

ARTICLE 16

MISCELLANEOUS

16.1 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements and understandings, whether written or oral, relating to the same subject matter.

16.2 No amendment or supplement to this Agreement shall be valid unless made in writing and signed by both Parties.

16.3 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect; the invalid provision shall be replaced by a valid provision that most closely reflects its economic and legal purpose.

16.4 Neither Party may assign its rights or obligations under this Agreement to any third party without the prior written consent of the other Party.

16.5 No failure or delay by a Party in exercising any right under this Agreement shall operate as a waiver thereof.

16.6 This Agreement is executed in the English language. In the event of any discrepancy between this version and any Albanian-language version signed by the Parties, the Albanian-language version shall prevail, save where the Parties agree otherwise in writing.

IN WITNESS WHEREOF, this Agreement has been executed in 2 (two) original counterparts, one for each Party, each of which shall have equal legal force.

Place: _____ Date: _____

PARTY I	**PARTY II**
SQUARE SOFTWARE SHPK	THE COLLABORATING PARTY
Edmirjano Preçi, Administrator	
_____	_____
(name, signature, seal)	*(name, signature, seal)*