

ARASH MOUSAVI DESIGN

NON DISCLOSURE AGREEMENT

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This Agreement is made between:

Name:*
Having its registered office at:*

Registered at the Chamber of Commerce under n°:
Represented by:
Hereinafter referred to as **Party 1**

*** In case of an individual signing, only use field 1 and 2**

This Agreement is made between:

Having its registered office at: Wilhelmshöher, Frankfurt am Main, Germany

Hereinafter referred to as Arash Mousavi Design

Party 1 and Arash Mousavi Design are also individually referred to as a „Party" and collectively as the „Parties".

This Agreement is made between:

I. Party 1 is a [describe nature of the business].
II. Arash Mousavi Design specializes in product development, 3D modeling, UX/UI design, and technical product realization.
III. Party 1 and Arash Mousavi Design intend to exchange confidential information, the use of which will be limited to:
Assessing a possible business relationship regarding research and product development to be carried out by Arash Mousavi Design.
Exploring potential collaborations for industrial and consumer product design.
Discussing Party 1's project specifications for potential work or service agreements.
IV. The Parties understand that during these discussions, Confidential Information will be exchanged, as defined below.
V. The Receiving Party agrees not to disclose or misuse the Confidential Information, except as explicitly permitted in this Agreement.

This Agreement is made between:

Having its registered office at: Wilhelmshöher, Frankfurt am Main, Germany

Hereinafter referred to as Arash Mousavi Design

Party 1 and Arash Mousavi Design are also individually referred to as a „Party" and collectively as the „Parties".

1. DEFINITIONS

Confidential Information: All technical, business, financial, marketing, and proprietary data, including designs, concepts, models, prototypes, trade secrets, client information, pricing details, engineering specifications, product development processes, and other related materials.
Affiliate Company: Any company that directly or indirectly owns, is owned by, or is under common ownership with either Party.

2. DURATION OF THE AGREEMENT

This NDA shall remain in effect for a period of five (5) years per project, and automatically apply to any new projects initiated between the Parties.

3. OWNERSHIP OF CONFIDENTIAL INFORMATION

All Confidential Information remains the exclusive property of the Disclosing Party and must be returned or destroyed upon written request.

4. OBLIGATIONS OF CONFIDENTIALITY

The Receiving Party agrees to:

Keep the Confidential Information strictly confidential and use it only for the purposes of the discussions.
Not disclose, reproduce, or distribute any Confidential Information to third parties without prior written consent.
Ensure that only authorized personnel involved in the discussions have access to the information, and they must also be bound by confidentiality obligations.
Take reasonable security measures to protect the Confidential Information.

5. LIMITATIONS OF CONFIDENTIALITY

Confidential Information does not include information that:

Is publicly available through no fault of the Receiving Party.
Was already known to the Receiving Party before disclosure.
Was lawfully received from a third party without confidentiality obligations.
Is disclosed under legal or regulatory requirements, provided that the Receiving Party notifies the Disclosing Party in advance.

If only a portion of the Confidential Information falls under these exceptions, the remaining information remains confidential.

6. NO LICENSE OR TRANSFER OF RIGHTS

This Agreement does not grant any intellectual property rights, patents, copyrights, or trademarks.
Receiving Confidential Information does not obligate either Party to enter into any further business agreement.

7. ASSIGNABILITY

Neither Party may transfer or assign this Agreement without the prior written consent of the other Party.

8. BREACH & REMEDIES

If a Party breaches this Agreement, the Disclosing Party is entitled to seek:

Injunctive relief to prevent further disclosure.
Financial damages for any losses incurred.
Legal costs and fees associated with enforcing confidentiality obligations.

9. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with European law (excluding the Netherlands).

Any disputes shall be resolved through arbitration in an agreed jurisdiction within Europe, in English or the local language.

10. GENERAL PROVISIONS

This Agreement supersedes all prior agreements regarding Confidential Information.
Modifications to this NDA must be made in writing and signed by both Parties.
If any provision of this Agreement is found invalid or unenforceable, the remaining provisions remain in full force and effect.

11. LIMITED USE FOR PORTFOLIO & SOCIAL MEDIA

Arash Mousavi Design is permitted to share non-confidential work-in-progress sketches, concept explorations, or visual snippets of the project on social media, portfolio, and professional platforms, provided that:

No technical specifications, internal mechanisms, or sensitive business details are disclosed.
No logos, brand names, or proprietary elements from Party 1 are included without prior written approval.
The shared content focuses on the artistic/design process, not on final product details.

Party 1 may request specific images to be excluded if they find them too revealing.

This clause ensures Arash Mousavi Design retains the right to showcase work samples while respecting the confidentiality of the project.

SIGNATURES

By signing below, the Parties acknowledge that they have read, understood, and agree to the terms of this Non-Disclosure Agreement.

Arash Mousavi Design

Place, Date:
Signed by: Seyed Arash Mousavi Gharavi

Approval:



Party 1

Place, Date:
Signed by:

Approval: ☐ By checking this box, I digitally sign and therefore approve this NDA, allowing Arash Mousavi Design to receive, study, and use Confidential Information for the purpose of the agreed discussions.

Instructions for Signing & Saving:

After signing the document, go to File → Save As, and save the file under the following name:
(currentdocumentname)-signed.pdf
Once signed, return the saved document by email to your contact or to:
[Your Email Address]
Note: Not all PDF programs support digital signing. If you can't fill in this NDA or save it under a new name, please download Adobe Acrobat Reader for free at:
https://get.adobe.com/reader/
(Remember to uncheck the optional McAfee boxes before clicking install).