Dodu Security
Smart contract audits and pentests

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Mutual non-disclosure agreement

Short on purpose: an NDA that takes a week to negotiate has already cost more than the confidentiality it buys. Either party may substitute their own standard agreement.

1. PARTIES

This agreement is between the party named in the signature block below as the Client and Andrei Dodu, trading as Dodu Security, Sweden (the Auditor). It is mutual: the obligations apply in both directions.

2. PURPOSE

The parties are discussing a security review of software owned or operated by the Client. Each may disclose information the other needs in order to scope, perform and report that review.

3. CONFIDENTIAL INFORMATION

Confidential information means anything disclosed in connection with the purpose that is marked confidential, or that a reasonable person would understand to be confidential from its nature: source code, architecture, deployment and key-management details, vulnerabilities and the findings of the review, business and financial information, and the existence and terms of the engagement itself.

4. OBLIGATIONS

Each party will:

- use the other party's confidential information only for the purpose;
- protect it with at least the care it applies to its own confidential information, and no less than reasonable care;
- disclose it only to personnel and contractors who need it for the purpose and are bound by equivalent obligations;
- not copy it beyond what the purpose requires, and keep any copy under the same obligations.

5. EXCLUSIONS

The obligations do not apply to information that:

- was already lawfully known to the receiving party without an obligation of confidence;
- is or becomes public through no breach of this agreement;
- is received lawfully from a third party without an obligation of confidence;
- is independently developed without use of the disclosing party's information;
- must be disclosed by law, regulation or court order, provided the receiving party gives prompt notice where it lawfully can and discloses only what is required.

6. TERM

This agreement runs from the date of signature and the confidentiality obligations continue for three years after the engagement ends, or for as long as the information remains confidential, whichever is longer.

7. RETURN AND DESTRUCTION

On written request, or when the purpose is complete, each party will return or destroy the other's confidential information, except for one archival copy kept only to prove compliance, and except where retention is required by law. Repository access granted for a review is revoked by the Client when the review ends.

8. NO LICENCE, NO WARRANTY

Nothing in this agreement grants a licence in any intellectual property. Confidential information is provided as is, with no warranty of accuracy or completeness.

9. REMEDIES

The parties agree that a breach of this agreement may cause harm that money cannot repair, and that the harmed party may seek injunctive relief in addition to any other remedy.

10. GOVERNING LAW

This agreement is governed by the laws of Sweden. The courts of Sweden have exclusive jurisdiction, without prejudice to either party's right to seek urgent relief where a breach occurs.

11. ENTIRE AGREEMENT

This is the entire agreement on confidentiality between the parties and replaces any earlier understanding on the same subject. It may be amended only in writing signed by both.

For the Client: name, title, date	For Dodu Security: Andrei Dodu, date
Signature	Signature

Dodu Security is the trading name of Andrei Dodu. This document is a template, not legal advice; where the engagement is large enough to warrant it, have a lawyer read it.