

A-03

Mutual NDA

A two-way NDA, version 1.1, with deletion within 5 working days and a rule for AI providers.

Axdale. Software engineering by Michael Lip, Warsaw, Poland (CET).
<https://www.axdale.com>. Code record <https://github.com/theluckystrike>.

Version 1.1. 23 October 2026. This NDA is written in plain English. It is not legal advice.
Each party should ask its own lawyer to check it before signing.

Parties

Field	Details
Party A	Michael Lip, trading as Axdale, Warsaw, Poland. michael@axdale.com . Address and tax ID _____
Party B legal name	_____
Party B registered address and company number	_____
Party B contact name and email for notices	_____
Effective date	_____

1. Purpose

1.1 The parties want to share information to discuss, plan and carry out software work (the Purpose).

1.2 Each party can share information as the disclosing party and receive it as the receiving party.

2. Confidential information

2.1 Confidential information is any information that one party shares with the other for the Purpose, in any form, on or after the effective date. It includes source code, data, product plans, roadmaps, security details, credentials, prices, business information and the existence of the discussions.

2.2 Information is confidential if it is marked as confidential, or if a reasonable person would see that it is confidential.

2.3 Information is not confidential if the receiving party can show that it

- (a) is public through no fault of the receiving party,
- (b) was already known to the receiving party without a duty of secrecy,
- (c) was received lawfully from someone else without a duty of secrecy, or
- (d) was developed independently, without use of the other party's information.

3. Duties of the receiving party

3.1 The receiving party uses confidential information only for the Purpose.

3.2 It keeps the information secret with at least reasonable care, and with no less care than it uses for its own similar information.

3.3 It shares the information only with its employees, contractors and professional advisers who need it for the Purpose and who are bound by duties of secrecy at least as strict as this NDA. It is responsible for their acts.

3.4 It does not put the other party's confidential information into an AI model, an AI tool or another third-party service, unless the disclosing party has approved that provider in writing. Where an approved provider has a setting that controls training on inputs, the receiving party sets it so that the provider does not train on the information.

3.5 It does not copy confidential information to public repositories, public issue trackers or other clients' projects.

3.6 It tells the disclosing party in writing without delay, and within 24 hours where possible, if it learns of any loss or unauthorized use of the information.

4. Personal data

4.1 The parties do not plan to share personal data under this NDA. If the Purpose needs personal data, the parties sign a data processing agreement before it is shared.

5. Disclosure required by law

5.1 If the law, a regulator or a court requires the receiving party to disclose confidential information, it may do so. Where the law allows, it first tells the disclosing party in writing. It discloses only what is required.

6. Return and deletion

6.1 When the disclosing party asks in writing, or when the Purpose ends, the receiving party deletes or returns the confidential information within 5 Working Days. It confirms the deletion in writing, item by item, with dates.

6.2 The receiving party may keep copies that the law requires it to keep, and copies in automatic backups that it cannot delete with reasonable effort. This NDA continues to apply to those copies until they are deleted.

7. No other rights

7.1 This NDA gives no license or other right in any information, code or intellectual property, except the right to use the information for the Purpose.

7.2 Neither party must share any information or enter into any further agreement.

7.3 Information is shared as is, without warranty.

7.4 Neither party names the other in public, or uses its name or logo, without written permission.

8. Term

8.1 This NDA covers information shared from the effective date until one party ends it by written notice.

8.2 The duties in this NDA last for 3 years after the date the information was shared. For trade secrets and personal data, they last as long as the information stays protected by law.

9. Remedies

9.1 A breach of this NDA may cause harm that money cannot fully repair. The disclosing party may ask a court for an order to stop a breach, in addition to any other remedy.

10. General

10.1 This NDA is the whole agreement between the parties about confidentiality for the Purpose. If the parties also sign the Axdale Engagement Agreement, both apply. If they conflict, the term that gives more protection to the information applies.

10.2 A change to this NDA is valid only if it is in writing and signed by both parties.

10.3 Working Day means Monday to Friday, except public holidays in Poland.

10.4 Notices go by email to the addresses above.

10.5 The parties may sign this NDA electronically and in separate copies.

10.6 Governing law and courts. Tick one box. If no box is ticked, the default applies.

- ☐ Poland, courts of Warsaw (default) (confirmed in writing before you sign)
- ☐ England and Wales, courts of London (confirmed in writing before you sign)
- ☐ State of New York, courts in New York County (confirmed in writing before you sign)
- ☐ Other law _____ and courts _____

Signatures

Party A	Party B
Michael Lip, trading as Axdale	Name _____
	Title _____
Signature _____	Signature _____
Date _____	Date _____

Version note

Version 1.1 replaces version 1.0 of 23 October 2026. It adds a default governing law with tick boxes, a 5 Working Day deletion period that matches the Engagement Agreement, item by item deletion confirmation, the AI training setting rule, the public repository rule, the personal data rule and the no publicity rule. The other terms are unchanged.

Axdale. Michael Lip, independent engineer, Warsaw, Poland (CET). michael@axdale.com. <https://www.axdale.com>. Code record <https://github.com/theluckystrike>. This document is plain English and is not legal advice.

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