



# MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into on [Effective Date] by and between:

## 1. Parties

### 1.1 Casta Product

Stensmann Group s.r.o., trading as Casta Product, a společnost s ručením omezeným (s.r.o.) incorporated under the laws of the Czech Republic, registered office: Nove sady/2, Stare Brno, 602 00 Brno-stred, Czech Republic.  
Company ID (ICO): 11916109 | VAT: Non-payer | Commercial Register: Regional Court in Brno, Sec. C, Insert 125325.

Email: [hello@casta-product.com](mailto:hello@casta-product.com) ("Casta Product")

### 1.2 Client

Legal Name: [Client Legal Name] | Jurisdiction: [Company Type and Jurisdiction]

Registered Office: [Client Address] | Registration / VAT No: [Client ID / Tax No]

Represented by: [Name and Position] | Email: [Client Email] ("Client")

Casta Product and the Client are each a "Party" and together the "Parties".

## 2. Purpose

2.1 The Parties wish to exchange information to evaluate, discuss, negotiate, commence, or perform the following:

Project / Engagement: [Project or Engagement Name]

Description: [Short Description of the Project or Engagement] (The "Permitted Purpose")

2.2 Each Party may disclose Confidential Information to the other in connection with the Permitted Purpose.

2.3 Applies whether information is disclosed before or after the Effective Date relating to the Permitted Purpose.

## 3. Confidential Information

3.1 "Confidential Information" means any non-public information disclosed in writing, orally, visually, or via systems.

3.2 Includes: business plans, financial data, product roadmaps, PRDs, backlog tickets, wireframes, source code, APIs, algorithms, workflows, prompts, credentials, customer data, project plans, methodologies, and discussion contents.

3.3 Information is protected whether marked "confidential" or apparent from its nature.

3.4 Includes information disclosed orally or visually.

## 4. Trade Secrets

4.1 Meets requirements under Section 504 of Act No. 89/2012 Coll. (Czech Civil Code) as a "Trade Secret".

4.2 Includes secret technical, commercial, or operational information with independent commercial value.

4.3 Trade Secret protection survives indefinitely until publicly disclosed without breach.

## 5. Permitted Use & Safeguards

5.1 Use solely for Permitted Purpose; protect with at least reasonable care; restrict access to need-to-know.

5.2 No reverse engineering, decompilation, or analysis except as authorized in writing.

5.3 Maintain all proprietary and confidentiality notices.



# CASTA PRODUCT

MUTUAL NON-DISCLOSURE AGREEMENT - TERMS & SIGNATURES

## 6-10. Representatives, Security, Exclusions, Compelled Disclosure & GDPR

- Disclosure permitted only to need-to-know Representatives bound by equivalent duties (Clause 6).
- Maintain technical and organizational security controls; prompt notice of any breach (Clause 7).
- Standard exclusions: public domain, prior knowledge, independent development without reference (Clause 8).
- Compelled disclosure permitted under law with prompt notice and protective measures (Clause 9).
- Full compliance with GDPR and Czech Data Protection Act (Act No. 110/2019 Coll.) (Clause 10).

## 11-15. Return of Data, IP Rights, Term & Confidentiality Period

- Return or secure deletion of data upon request or termination; ordinary archival backup allowed (Clause 11).
- No IP license granted; all background IP and deliverables governed by separate SOW (Clause 12).
- Confidentiality obligations continue for THREE (3) YEARS post-termination; Trade Secrets indefinitely (Clause 15).

## 16-24. Remedies, Governing Law & Electronic Execution

- Equitable relief and injunctions available under Czech law for breach (Clause 16).
- Governed by the laws of the Czech Republic; exclusive jurisdiction: competent courts in Brno (Clause 23).
- Valid electronic signature in counterparts (DocuSign / PDF exchange) (Clause 24).

## 25. Signatures

### For Stensmann Group s.r.o.

trading as Casta Product

Name: Karina Mashkantseva

Position: Managing Director

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### For [Client Legal Name]

Authorized Representative

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

To execute this Mutual NDA for your project, download, sign, and email to [hello@casta-product.com](mailto:hello@casta-product.com).

Full interactive web policy and terms available at: <https://casta-product.com/nda.html>