Mutual Non-Disclosure Agreement

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Between

3DEXPERTS DOO, Majke Tereze 26, 85360 Ulcinj, Montenegro, company registration no. 5-1050158/001, tax ID (PIB) 03458547 (“**3DExperts**”),

and

[Customer legal name], [registered address], VAT ID [number] (“**the Customer**”),

each a “Party”. The Party sharing information is the “Discloser”; the Party receiving it is the “Recipient”.

1. Purpose

The Parties share information so that 3DExperts can review files, prepare quotes, and produce and deliver parts and related services for the Customer (the “**Purpose**”).

2. Confidential Information

“**Confidential Information**” means:

a. design files (for example STL, STEP or 3MF), drawings, specifications and technical data that the Customer provides for the Purpose, and the parts made from them;
b. 3DExperts’ prices, quotes and the identity of its production partners;
c. any other information that is marked as confidential, or that the Discloser identifies as confidential in writing when or shortly after sharing it.

3. What is not Confidential Information

Information is not Confidential Information if the Recipient can show that it:

a. is or becomes public through no fault of the Recipient;
b. was already known to the Recipient without a duty of confidentiality;
c. is received lawfully from a third party without a duty of confidentiality; or
d. is developed independently by the Recipient without using the Confidential Information.

The Recipient may disclose Confidential Information when required by law, a court or a public authority. Where the law allows, it informs the Discloser first.

4. Obligations

The Recipient:

a. uses Confidential Information only for the Purpose;
b. protects it with the same care it uses for its own confidential information, and at least with reasonable care;

c. does not publish photos of the Customer’s parts or files, or name the Customer as a client, without the Customer’s written consent.

Steps that are normal in production are part of the Purpose. These include checking and repairing files, converting file formats, orienting and nesting parts, and making test prints.

5. Who may see the information

The Recipient may share Confidential Information on a need-to-know basis with:

a. its employees and contractors;
b. production and finishing partners who make or finish the parts;
c. couriers, but only the delivery data;
d. its accountants, lawyers and insurers.

Each of them must be bound by confidentiality obligations at least as protective in substance as this Agreement. The Recipient remains responsible for them.

6. Return and deletion

On the Discloser’s written request, the Recipient deletes or returns the Confidential Information within 30 days. The Recipient may still keep:

a. copies held in routine backups until they are overwritten in the normal cycle;
b. records that the law requires it to keep, such as invoices and tax records; and
c. one copy of the order files until the warranty and complaint period ends.

Any retained copy stays confidential under this Agreement.

7. No other obligations

a. Ownership and intellectual property rights stay with the Discloser. This Agreement grants no licence beyond the Purpose.
b. Neither Party has to place or accept any order.
c. This Agreement creates no exclusivity. Each Party remains free to work with others, including on similar products, provided it does not use the other Party’s Confidential Information.
d. Each Party keeps the general knowledge, skills and experience it gains while working together.
e. 3DExperts may use data about orders, such as materials, volumes and quantities, in aggregated and anonymised form to improve its pricing and services, provided this does not identify the Customer or its designs.

8. Term

This Agreement covers information shared within two (2) years from the date of the last signature. The confidentiality obligations last three (3) years from each disclosure.

9. Liability

Each Party is liable only for direct damage it has caused by breaching this Agreement and that the other Party proves. Neither Party is liable for indirect or consequential damage or lost profit. The total liability of each Party under this Agreement is limited to EUR 5,000. These limits do not apply to damage caused intentionally or by gross negligence.

10. Law and disputes

This Agreement is governed by the law of Montenegro. The Parties first try to settle any dispute amicably. If they cannot, the competent court in Podgorica, Montenegro, has jurisdiction.

11. Final provisions

This Agreement is the complete agreement between the Parties on confidentiality for the Purpose. Orders are governed by the 3DExperts Terms of Service; on confidentiality, this Agreement prevails. Changes must be made in writing. If a provision is unenforceable, the rest of the Agreement remains in force. Signatures made electronically, and signed copies exchanged by email, are valid.

For 3DEXPERTS DOO	**For the Customer**
Name:	Name:
Title:	Title:
Date:	Date:
Signature:	Signature: