

BELGIUM DATA RECOVERY
NON-DISCLOSURE AGREEMENT (NDA)

Data recovery engagement — on-site / in the laboratory

Between the undersigned:

1. The Provider

Belgium Data Recovery — Saidov Takhir (natural person)

Chaussée de Louvain 467, 1030 Schaerbeek (Brussels), Belgium

CBE no.: BE 0843.790.429 — Tel. +32 2 888 29 90 — info@infobyte.be

and

2. The Client

Company / Organisation: _____

CBE / VAT no.: _____ Address: _____

Represented by: _____ Title: _____

hereinafter individually a “Party” and collectively the “Parties”.

Article 1 — Purpose

This agreement sets out the conditions under which the Parties exchange confidential information in the context of a data diagnosis and recovery engagement, carried out at the Client's premises or at the Provider's laboratory in Brussels.

Article 2 — Confidential information

Confidential information means all information, in any form (stored data, files, media, documents, know-how, technical, commercial or personal information), to which a Party gains access during the engagement. The Provider accesses the Client's data solely for purposes strictly necessary for recovery.

Article 3 — Undertakings of the Parties

Each Party undertakes to: (a) keep the confidential information strictly confidential; (b) not disclose it to third parties without prior written consent; (c) use it only for the purposes of the engagement; (d) limit access to persons who need to know. The engagement is performed by a single engineer, with no subcontracting of the Client's data to a third-party laboratory, save with the Client's prior written consent.

Article 4 — Exclusions

This agreement does not cover information that: is public without any breach by a Party; was already known to the receiving Party; was lawfully received from a third party; or whose disclosure is required by law or a competent authority.

Article 5 — Personal data (GDPR)

Recovered data may contain personal data. It is processed in accordance with Regulation (EU) 2016/679 (GDPR) and Belgian law, solely for the purpose of recovery, and returned or deleted under Article 7. The Provider does not transfer such data outside the European Union.

Article 6 — Term

The confidentiality obligations take effect upon signature and remain in force during the engagement and for a period of five (5) years from its completion.

Article 7 — Return / deletion

On completion of the engagement, the recovered data is returned to the Client on a secure medium. Working copies held by the Provider are permanently deleted at the Client's request, or at the latest upon expiry of the agreed retention period.

Article 8 — No transfer of rights

This agreement entails no transfer of ownership or licence over the exchanged information, which remains the property of the disclosing Party.

Article 9 — Governing law and jurisdiction

This agreement is governed by Belgian law. Any dispute falls within the exclusive jurisdiction of the courts of the district of Brussels.

Executed in two original counterparts, each Party acknowledging receipt of one.

The Provider	The Client
Date : _____	Date : _____
Name : _____	Name : _____
Title : _____	Title : _____
Signature :	Signature :