

NON-DISCLOSURE AGREEMENT (NDA)

for Beta Testers of the Pre-Release App "Elvare-Habits"

Between

Developer:

Name: Clemens Börner

Project: Elvare-Habits

E-Mail: elvarehabits@gmail.com

and

Tester:

Name: _____

E-Mail: _____

1. Purpose

The Tester is granted access to a non-published pre-release (beta) version of the app "Elvare-Habits" in the form of an APK or comparable software. Access is granted solely for testing purposes and providing feedback.

2. Confidential Information

All information related to the app shall be considered confidential, including but not limited to: the app itself and the APK file, features, content, designs, workflows, concepts and ideas, screenshots, videos, texts, graphics, user interfaces, technical details, communications, and the existence of the app.

3. Obligations of the Tester

The Tester agrees to keep all confidential information strictly confidential. It is strictly prohibited to distribute the app or APK, publish or upload the app, share screenshots, videos or content, grant third parties access, copy or commercially exploit the app or parts thereof. Reverse engineering, decompilation or technical analysis of any kind is strictly prohibited. Use of the app is permitted solely for the Tester personally.

4. Ownership

All rights to the app, source code, design, concept and all related content remain exclusively with the Developer. The Tester receives no ownership or permanent usage rights, except for the temporary right to use the app for testing purposes.

5. Feedback

The Tester grants the Developer a free, unlimited, irrevocable, worldwide right to use, modify and commercially exploit any feedback, suggestions or ideas provided. No compensation claim shall arise.

6. Disclaimer

The app is provided in beta condition. No warranty is given regarding functionality, error-free performance or availability. Use is at the Tester's own risk.

7. Term

This confidentiality obligation shall remain in effect for 5 years from the date of signature by both parties.

8. Deletion Obligation

Upon termination of the test phase, the Tester agrees to permanently delete all received files, copies and installations of the app.

9. Contractual Penalty

For each culpable breach of this agreement, the Tester agrees to pay a contractual penalty in the amount of €2,500 per violation. The right to claim further damages remains unaffected.

10. Governing Law and Jurisdiction

This agreement shall be governed by German law. The exclusive place of jurisdiction for all disputes arising from this agreement shall be Germany.

11. Severability Clause

If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain unaffected.

Developer Signature: _____

Tester Signature: _____

Place, Date: _____

Printed Name (Tester): _____