

Non-disclosure agreement

THE PARTIES

- Discloser X, having its place of business at Amsterdam (hereafter: **'Discloser'**) on the one hand,

and

- Recipient Y, having its place of business at Rotterdam (hereafter: **'Recipient'**) on the other hand,

CONSIDERING, THAT

- the Discloser and the Recipient are considering cooperating in the development of "Testproduct Z" (hereafter: the Technology);
- the parties wish, prior to entering into such a cooperation, to investigate and evaluate any already-existing aspects of the Technology, and wish to enter into confidential negotiations regarding the conditions of a potential cooperation (hereafter: the Purpose);
- the parties for the Purpose wish to exchange certain information, including samples,
- the parties wish to record their respective obligations regarding Confidential Information;

HAVE AGREED AS FOLLOWS.

Article 1. Confidentiality obligations

1.1. Recipient shall treat all Confidential Information obtained from Discloser as strictly confidential and use the same only for the Purpose. This duty to keep in strict confidence shall exist for the duration of this non-disclosure agreement and a period of one year thereafter. The analysis of properties of any samples supplied is only permitted if necessary for the Purpose.

1.2. Recipient shall protect Confidential Information with the same level of protection against unauthorized access or use as its own Confidential Information, but at least a reasonable level of protection. Recipient shall adhere strictly to all reasonable instructions of Discloser regarding the protection of Confidential Information.

1.3. Confidential Information is defined as all Information of which it can be assumed from the context that Discloser would deem this to be confidential or of which Recipient should reasonably have recognized its confidential nature from the content of the Information. Information marked as confidential or of which the confidential nature is reported as such within 30 days after distribution is in any case deemed as Confidential Information.

1.4. Information is defined as all information and data concerning business operations, marketing, research, development, inventions, know-how, samples, product and service specifications, business relations, customers or suppliers, irrespective of the form in which this has been recorded or is provided (including e-mail, digital files, paper documents and oral disclosures).

Article 2. Authorized disclosures

[REDACTED]

Article 3. No confidentiality

3.1. The obligation to treat certain Confidential Information as confidential will be revoked if Recipient can prove that this Information:

- was obtained from sources available to the general public such as newspapers, patent databases, freely available software (such as open source) or informative websites (such as Facebook of LinkedIn),
- was already in the possession of Recipient prior to the date on which it was issued by the disclosing party,
- is available from a third party without this party being in default towards Discloser arising from a confidentiality clause by so making available this Information,
- was developed by Recipient independently and without the use of any Information of Discloser, or
- can be derived without extraordinary effort from products freely available on the market.

3.2. Information will, however, not lose its confidential nature solely because individual aspects pertaining to it are available as meant in the previous paragraph.

Article 4. No warranties

4.1. All Confidential Information is issued without any claims to correctness or guarantees of any nature whatsoever.

4.2. Discloser accepts no liability on any grounds for any damages whatsoever suffered by Recipient may be arising from the use of Confidential Information.

Article 5. Liability and contractual fine

[REDACTED]

Article 6. Other provisions

6.1. This non-disclosure agreement is entered into on the last date indicated below and remains in force for a period of six months thereafter. Early termination is possible only with the mutual consent of the parties.

[REDACTED]

6.3. This non-disclosure agreement nor any Information exchange within its scope shall be regarded as an obligation or commitment for either party to enter into any further agreement with the other party.

Was signed,

For Discloser X:

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Name:

Title:

Date:

Location:

For Recipient Y:

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Name:

Title:

Date:

Location:

VOORBEELD