

NON-DISCLOSURE, NON-CIRCUMVENTION, NON-COMPETITION AGREEMENT

This NON-DISCLOSURE, NON-CIRCUMVENTION and NON-COMPETITION AGREEMENT is effective as **DATE**

between

1. **Providing Party:**
2. **Receiving Party:**

hereinafter collectively addressed as “the Parties” or individually as a “Party”, “Providing Party” or “Receiving Party”.

1. Purpose

The Parties desire to engage in discussions and work together regarding:

Description of: project/product/concept/contract

that the providing Party

is developing and the supply chain solution concept they will put on the market with this **project/product/concept/contract name**. This agreement (hereinafter referred to as the “Agreement”) combines a non-disclosure, a non-competition, and a non-circumvention agreement and shall apply to all discussions regarding this Project.

In connection with these discussions, it may be necessary and/or desirable for the Providing Party to provide the Receiving Party with, or allow access to, proprietary, technical, or business data, and/or other confidential information of the Providing Party (collectively the "Confidential Information"). Therefore, the Receiving Party, individually and on behalf of those they represent, agrees that they are under an obligation of confidentiality. The Providing Party believes, and the Receiving Party hereby agrees, that the Providing Party's Confidential Information has significant commercial value that would be diminished by unauthorized disclosure. Accordingly, the commitments of confidentiality in this Agreement are a condition to the Receiving Party's willingness to engage in the contemplated business discussions and planning. The Receiving Party agrees that it shall not use any advantages derivable from such information in its own business or affairs, unless the same is done pursuant to a new agreement with all other signatories to this document. Each signing party can be held responsible and liable in case of a breach of this Agreement.

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2. Confidential Information

Confidential Information shall include, and shall be deemed to include, all information conveyed by the Providing Party to the Receiving Party orally, in writing, by demonstration, or by other media. Confidential Information shall be considered as such at the time of transmittal. Confidential Information may include, by way of example but without limitation, data, know-how, contacts, contracts, software, formulas, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, information obtained from previous or current participants in programs of the Providing Party, and information relating to transactional procedures. However, Confidential Information shall not include information, which can clearly be demonstrated to be:

- a. Generally known or available to the public, through no act or omission on the part of the receiving party; or
- b. Provided to the receiving party by a third party without any restriction on disclosure and without breach of any obligation of confidentiality to a party to this Agreement; or independently developed by the receiving party without use of the Confidential Information.

3. Obligation of Confidentiality

The Receiving Party agrees that when receipt of any Confidential Information has occurred:

- a. The Receiving Party shall not disclose or communicate Confidential Information to any third party, except as herein provided or otherwise agreed among Parties. Receiving Party shall protect such information from disclosure by reasonable means, including but not limited to at least the same minimal level of security that Receiving Party uses for its own most crucial proprietary and trade secret information.
- b. Receiving Party shall reasonably protect the Confidential Information with not less than the same degree of care exercised by its own personnel to protect its own, or publication of its own, most valuable confidential and proprietary information.
- c. The Providing Party shall permit access to its Confidential Information to the Receiving Party's agents or employees or third Parties only if such disclosure is reasonably believed to be necessary to the purposes of the Receiving Party evaluating, contemplating, recommending, or engaging in any program or service offered by the Providing Party or for the purpose of entering into a business relationship with the Providing Party, and only if said agents, employees, or third Parties:
 - i. reasonably require access to the Confidential Information for purposes approved by this Agreement, and
 - ii. have been apprised of this Agreement and the Receiving Party's obligations to maintain the trade secret status of Confidential Information and to restrict its use as provided by this Agreement.

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4. Obligation of Non-Competition

The non-competition provisions of this Agreement are an essential and material part of the total agreement, by which the Receiving Party agrees it shall not use any advantages derivable from such confidential information in its own business or affairs, unless the same is done pursuant to a new agreement executed by all signatories to this document. For the avoidance of doubt this article is limited to the purpose mentioned in article 1 of the Agreement.

5. Non-Circumvention

The Receiving Party hereby agrees for himself or herself, their officers, directors, agents, associates and any related Parties, that they will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or Parties introduced, directly or indirectly, by or through the other party, its officers, directors, agents or associates, for the purpose of avoiding the payment to the Providing Party of profits, fees or otherwise, without the specific written approval of the Providing Party. For the avoidance of doubt this article is limited to the purpose mentioned in article 1 of the Agreement.

6. Compliance

Each of the Parties undertakes that it will not make payments or provide financial or other advantage for unlawful purposes, including purposes violating anti-corruption laws, such as making or causing to be made direct or indirect payments to another person or public official in order to assist a Party or any associate or anyone acting on their behalf in obtaining or retaining business with, or directing business to, any person, or securing any improper advantage.

7. No Representations

The Receiving Party understands that the Providing Party makes no representation or warranty as to the accuracy or completeness of the information it provides to the Receiving Party. The Receiving Party agrees that neither the Providing Party, nor any of its advisers, representatives, agents, or employees shall be held liable for utilization of Confidential Information which results from the Receiving Party's use of said information.

8. Term

This Agreement shall, by mutual consent of the Parties, remain in force and affect for a period of one (1) year from the date signed and executed by all Parties, with the effective date being the date on which the final signature is affixed hereto.

9. Jurisdiction

This Agreement is made and shall be governed and construed in accordance with the laws of The Netherlands. The proper venue for any action arising from or in connection to the interpretation or enforcement of this Agreement shall be decided by the Providing Party.

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10. Miscellaneous

- a. As used in this Agreement, the following terms shall have the following meanings: "Agents or employees" includes the directors, officers and employees of any of the Parties.
- b. No right or license, either express or implied, under any patent, copyright, trade secret or other intellectual property right is granted hereunder, except for the limited right to use as granted in section 3(c) herein.
- c. No agency or partnership relationship is created between the Parties by this Agreement.
- d. No party has an obligation under this Agreement to purchase any service or item from any of the other Parties, or to offer any service or item for sale to any of the other Parties and that any agreement to have a business relationship between the Parties will exist only when such agreement is in writing and duly executed by all the Parties hereto.
- e. ANY and ALL additions, modifications, and waivers of this Agreement must be made in writing and signed by all Parties. However, the failure of a party to insist on full compliance with any provisions of this Agreement in a particular instance shall not preclude it from requiring full compliance thereafter.
- f. If any portion of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are to be and shall be deemed severable. If any party hereto incurs any legal fees, whether or not action is instituted, to enforce the terms of this Agreement or to recover damages or injunctive relief for breach of this Agreement, it is agreed that the successful or prevailing Parties shall be entitled to reasonable attorney fees and other costs in addition to any other relief to which it or they may be entitled.
- g. Neither this Agreement nor operations or activities of the Parties hereunder shall be construed or considered as creating a legal relationship or entity. The Parties shall not be obliged in any way to enter into a subsequent agreement.
- h. This Agreement constitutes the entire understanding between all the Parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the discussions by and between the Parties hereto and the Confidential Information.

10. Mutuality

To the extent that confidential information is disseminated or exchanged by both Parties, such information shall be confidential to both parties, the Providing Party and the Receiving Party.

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IN WITNESS WHEREOF, the Parties hereto have individually and by their duly authorized representatives executed and delivered this Agreement, to be effective as of the date first written above.

Company name:

Company name:

Signature: _____

Signature: _____

Date:

Date:

Title:

Title:

Name:

Name:

CONFIDENTIAL

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