

NON-DISCLOSURE AGREEMENT

The undersigned

1. **<COMPANY>**, an Incorporate entity legally established and existing under the laws of **<COUNTRY>** with its registered office at **<STREET NAME, NUMBER>**, **<POSTAL CODE, CITY>**

Hereafter called **Client** and

2. **Theo Scheffers ArboConsultancy** a company legally established and existing under the laws of The Netherlands, with its registered office at Cramer van Brienenstraat 1f, 6225 BA, Maastricht, the Netherlands, (hereinafter referred to as "TSAC").

Hereafter called **TSAC**,
Jointly called hereafter **Parties**.

Whereas

- a. TSAC wants to provide Client Industrial Hygiene and/or REACH services, hereinafter referred to as "**Project**".
- b. Parties shall disclose confidential Information to one another, whether or not related to the Project.

Hereinafter jointly referred to as **information**.

The Parties agree as follows

1. Information

- 1.1 The term "Information" means any and all expertise and technology related to the business and/or products of **Parties** in whatever form, including but not limited to any and all formula, specifications, prototypes, designs, equipment, samples, analyses, computer programs, trade secrets, data, methods, techniques, processes, prices, marketing and customer information, projections and any other data or information (in whatever form), as well as improvements and know-how related thereto and any other commercial, financial and/or technological information. Information shall be deemed to include any and all Information which has been or may be disclosed directly or indirectly by or on behalf of **Parties** irrespective of form but which is either (i) marked "Confidential" or otherwise identified as confidential and proprietary, or (ii) in the case of oral disclosures, is identified at the time of disclosure as being proprietary and confidential or (iii) is confidential by nature.
- 1.2 "Information" shall not include information or matter that (a) was already known to **Parties** prior to its disclosure by the Disclosing Party or is independently developed by **Parties**, as demonstrated by reasonable and tangible evidence satisfactory to the Disclosing Party; (b) shall have appeared in any printed publication or patent or shall have become a part of the public knowledge except as a result of breach of this

Agreement by **Parties**; (c) shall have been received by **Parties** from another person or entity having no obligation to confidentiality towards the Disclosing Party; or (d) is approved in writing by the Disclosing Party for release by **Parties**.

2. **Obligations of Confidentiality**

- 2.1 **Parties** agree to treat all Information disclosed as strictly confidential and not to exploit or make use, directly or indirectly, of such Information without the express prior written consent of the Disclosing Party.
- 2.2 Notwithstanding the generality of the foregoing, **Parties** may disclose Information to an entity with which **Parties** are united in a group or to an employee, partner or contractor of **Parties**, in each case on a need-to-know basis and provided that such entity, employee, partner or contractor is bound by a like obligation of confidentiality.
- 2.2 The obligation of confidentiality shall not apply to any information where such Information is required to be disclosed by law or professional rules.
- 2.3 Either **Party** agree and acknowledge that they shall not use the name of the other **Party** or any subsidiary to any third party or in any publicity release, advertising, or other publicly distributed materials, without the prior written consent of the other **Party**

3. **Miscellaneous**

- 3.1 This Agreement shall constitute the full Agreement between the parties with respect to the confidentiality and non-disclosure of the Information and shall supersede any and all prior or contemporaneous agreements and understandings relating thereto. No change, modification, alteration or addition of or to any provision of this Agreement shall be binding unless in writing and executed by or on behalf of both parties by a duly authorized representative. This Agreement may not be assigned by either party without the consent of the other party.
- 3.2 **Parties** undertake to treat the Information as confidential for a period of two years from the date of disclosure, unless the nature of the Information demands for confidentiality after the period of two years.
- 3.3 If any one or more of the terms contained in this Agreement shall for any reason be held by competent court to be excessively broad with regard to time, geographic scope or activity, that term shall be construed in a manner to enable it to be enforced to the extent compatible with applicable law. A determination that any term is void or unenforceable shall not affect the validity or enforceability of any other term or condition.
- 3.4 This Agreement shall be governed by and construed under the laws of the Netherlands, unless the parties expressly agree otherwise in writing.
- 3.5 Unless **Parties** expressly agree otherwise in writing, all disputes between **Parties** relating to this Agreement will be referred to the competent District Court of Arnhem.

Thus signed at _____ on _____

<COMPANY NAME>

Name : _____

TSAC

Theo Scheffers _____