



## CONFIDENTIALITY AGREEMENT

### The Parties,

**Mr./Mrs./Ms.** \_\_\_\_\_, born on the **dd of mm, yyyy, Company name** \_\_\_\_\_, resident at / established at \_\_\_\_\_, in \_\_\_\_\_, hereinafter referred to as **Proprietor**

and

\_\_\_\_\_, resident at / established at \_\_\_\_\_, in \_\_\_\_\_, hereby legally represented by \_\_\_\_\_, hereinafter referred to as the **Recipient**

### have agreed as follows:

- a. The Recipient has indicated to Proprietor that he/she/it is interested to take notice of the idea/concept/formula, hereinafter referred to as “\_\_\_\_\_ name idea/concept \_\_\_\_\_”, as specified in the enclosed appendix, which appendix will be provided by the Proprietor after this Confidentiality Agreement is signed by the Recipient. In addition to this the Recipient will also sign the appendix after he/she/it has taken notice of the information as specified in the appendix.
- b. The Recipient wishes to obtain the information by Proprietor, which is enclosed in the appendix as mentioned under a. and which information is also registered by **CC Proof B.V.**, with the purpose to examine the technical and/or commercial feasibility of the idea/concept/formula “\_\_\_\_\_ name idea/concept \_\_\_\_\_”.
- c. The information as mentioned under a. and b. may also be provided to the Recipient in any other form including any information provided verbally.
- d. The Recipient will treat all the information as mentioned under a. up to and including c. that is or will be supplied to by the Proprietor as strictly confidential information and which confidential information will be kept secret to any third party accordingly.

Initials Proprietor:

Initials Recipient:



- e. The Recipient will only provide and disclose its employees of the information, as mentioned and described under a. up to and including c., as far as these employees are of indispensable importance to the Recipient to obtain and realise a well-founded judgement on the idea/concept/formula.
- f. Moreover the Recipient will bind these employees to this Confidentiality Agreement and this Confidentiality Agreement will have binding effect to these employees.
- g. The Recipient is bound to secrecy in respect of the information, as mentioned under a. up to and including c., until the Proprietor has made the relevant information known to the public, or until the relevant information was made known to the public without action or negligence of the Recipient.
- h. The Recipient will not exploit or use the information, as mentioned under a. up to and including c., for the purpose of oneself or any third party, unless the Recipient can demonstrate that the information as provided by Proprietor was known by the Recipient or was public knowledge before this Confidentiality Agreement was signed.
- i. The Recipient will inform Proprietor as soon as possible if the event as mentioned under i. occurs. In this case the Recipient will provide Proprietor of the source of this knowledge as soon as possible.
- j. The Recipient undertakes not to exploit or use the information as mentioned under a. up to an including c., whether in a changed or unchanged form, for any purpose other than described above. In the event the exploitation or use of the information by the Recipient provided by Proprietor, results in the acquisition of intellectual property rights or any other pecuniary rights, rights of ownership or similar claims, the Recipient will transfer these rights and/or claims to the Proprietor free of charge.
- k. The Recipient will inform Proprietor in writing within 2 (two) weeks after this Confidentiality Agreement is signed of the results of the judgement as mentioned under b.

Initials Proprietor:

Initials Recipient:



- l.** In the event that the Recipient has materially breached any of the obligations as mentioned under e. up to and including l. in full or in part, the Recipient is bound to pay Proprietor an immediate and non-recurrent penalty of €25.000,- for each event. Without prejudicing the right of Proprietor to claim full compensation for all damages.
  
- m.** This Agreement shall be governed and construed according to Dutch law. The exclusive jurisdiction and venue of any action with respect to this Agreement shall be the District Court of Amsterdam, except when imperative rules of jurisdiction obligate the jurisdiction of another Court.

(Proprietor)

(Recipient)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

City: \_\_\_\_\_

City: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_