Non-disclosure agreement | iSHARE

The Parties:

- Stichting iSHARE Foundation, with its principal office located at Strawinskylaan 381, 1077XX, Amsterdam, The Netherlands and registered with the Chamber of Commerce under registration no. 73058289, in this matter duly represented by [Mr./Ms.] [name] in [his/her] capacity of [job title] (hereinafter: "**the iSHARE Scheme Owner**");

and

- [Name of applicant], with its principal office located at [address] in [place name] and registered with the Chamber of Commerce under registration no. [registration no.], in this matter duly represented by [Mr./Ms.] [name] in [his/her] capacity of [job title] (hereinafter: "**the Applicant**");

hereinafter collectively referred to as "**Parties**" and individually as "**Party**";

taking into consideration the:

- the Parties are considering entering into a business relationship regarding the (admission to the) iSHARE scheme (hereinafter: "**Project**");
- the Parties might exchange confidential information with each other during the admission process and afterwards;
- the Party that discloses confidential information shall be referred to as the "**Disclosing Party**" and the Party, which receives the confidential information, shall be referred to as the "**Receiving Party**";
- this non-disclosure agreement is entered into for the purpose of protecting and preserving the confidential and/or propriety nature of information to be disclosed or made available by the Disclosing Party to the Receiving Party;
- the Parties wish to confirm their obligations regarding confidentiality in writing in this non-disclosure agreement (hereinafter: "**Agreement**");

and have agreed as follows:

Article 1.   Confidential Information

1.1.   Information is defined as, but not limited to, all information and data concerning business operations, marketing, research, development, inventions, technical information, know-how, source code, product and service specifications, business relations, employees and customers of the Disclosing Party, irrespective of the form in which this has been recorded or is provided (including e-mail, digital files, paper documents and oral disclosures).

1.2.   Confidential Information is defined as all Information marked as confidential, of which the confidential nature is reported as such within 30 days after disclosure or of which the Receiving Party should have recognized the confidential nature from the content or nature of the Information. Without limiting the generality of the foregoing, the existence and contents of this Agreement shall expressly be considered Confidential Information.

Article 2.   Confidentiality obligations

2.1.   The Receiving Party shall treat Confidential Information received from the Disclosing Party or obtained in connection with the Project as strictly confidential and use the it only in accordance with the Project.

2.2.　This Agreement shall remain in effect for as long as the business relationship between the Parties continues to be effective. The duty to keep in strict confidence shall exist for the duration of this Agreement and for a period of ten (10) years thereafter, unless the Information is still deemed Confidential Information in accordance with the terms of this Agreement. Early termination is possible only with the mutual consent of the Parties.

2.3.　The Receiving Party shall protect the Confidential Information against unauthorized access using the same level of protection as its own Confidential Information, but at least a level of protection that is reasonable given the nature of the Information. The Receiving Party shall strictly adhere to all reasonable instructions of the Disclosing Party regarding the protection of Confidential Information.

2.4.　Upon first request of the Disclosing Party, as well as directly after termination of this Agreement, the Receiving Party shall destroy or delete all Confidential Information in its possession and report that this has been carried out. Physical originals (such as prototypes, papers and samples) however must be returned instead.

Article 3.　No confidentiality

3.1.　The obligation of confidentially shall not apply to Information which:

    a. was obtained from sources available to the general public, such as newspapers, patent databases, freely available software (such as open source software);

    b. was already lawfully in the possession of the Receiving Party prior to the date on which it was disclosed by the Disclosing Party;

    c. is lawfully received from a source other than the Disclosing Party or a third party who is under an obligation of confidentiality to the Disclosing Party; or

    d. was developed by the Receiving Party independently and without the use of any Information of the Disclosing Party.

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.　Authorized disclosures

4.1.　Confidential Information may only be disclosed to employees who have a clear need to know in connection with the Project.

4.2.　Any disclosures, other than authorized under the previous clause, requires separate written permission of the Disclosing Party. Such permission must be sought in advance and the Disclosing Party is entitled, at its sole discretion, to make the permission conditional.

4.3.　The Receiving Party shall maintain a list of all parties to whom Confidential Information has been disclosed and provide the Disclosing Party access to this list upon first request.

4.4.　If the Receiving Party is summoned by a competent court or other authority to submit Confidential Information for the benefit of a judicial investigation or legal proceedings, the Receiving Party will provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. The Receiving Party must delay the required disclosure to the greatest extent possible by applicable law.

4.5.　In the event of a disclosure breaching the terms of this Agreement, the Receiving Party must immediately notify the Disclosing Party and use best efforts to retrieve the disclosed Confidential Information and mitigate the negative effects of the unauthorized disclosure.

Article 5.　No warranties

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

5.2.   The Disclosing Party accepts no liability on any grounds for any damages whatsoever suffered by the Receiving Party may be arising from the use of Confidential Information.

Article 6.   Liability

6.1.   The Receiving Party is fully liable for all damages suffered by the Disclosing Party arising from a violation of the obligation to observe confidentiality of Confidential Information.

Article 7.   Miscellaneous

7.1.   In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, unenforceable, or illegal, this shall not affect any other provisions of this Agreement. The Parties shall in such an event negotiate a suitable replacement provision.

7.2.   This Agreement shall not be regarded as an obligation or commitment for either Party to enter into any further agreement with the other Party.

7.3.   This Agreement shall be exclusively governed by and construed in accordance with the laws of the Netherlands, without having regard to its conflict of law rules. Any disputes that may arise in connection with this Agreement shall be brought before the competent Dutch court in the district where the iSHARE Scheme Owner has principal office.

Thus signed:

The iSHARE Scheme Owner		The Applicant	
Name	_____	Name	_____
Job title	_____	Job title	_____
Date	_____	Date	_____
Signature	_____	Signature	_____