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CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**1. PARTIES.**

This Agreement is between **Caliber.global** and (NAME), each having the address set forth below. Where **Caliber.global** or (NAME) or the party or parties are mentioned in this Agreement, this includes their respective affiliated companies and sub-contractors.

2. BACKGROUND AND PURPOSE OF DISCLOSURE.

Caliber.global and (NAME) are evaluating or are engaged in a business relationship (the "Project(s)"), during which **Caliber.global** may disclose to (NAME) certain valuable confidential and proprietary information and/or vice versa.

3. DESCRIPTION OF CONFIDENTIAL INFORMATION.

Caliber.global interest in the Project and the fact that the parties are working together on the Project is confidential information. In addition, any and all information disclosed by **Caliber.global** or (NAME) which (a) is clearly marked as proprietary and/or confidential when disclosed or (b) from which the confidentiality and proprietary nature can be reasonably inferred under the circumstances, regardless of whether such information is specifically labeled as such, unless such information falls within the exceptions set forth below (hereinafter such information shall be collectively referred to as "Confidential Information").

4. AGREEMENT TO MAINTAIN CONFIDENTIALITY.

(NAME) and **Caliber.global** agree to hold any Confidential Information disclosed to it in confidence, and to cause its employees, agents or other third parties to hold such Confidential Information in confidence, and to use the same standard of care used to protect its own proprietary and confidential information with regard to protecting the Confidential Information. (NAME) and

Caliber.global shall not disclose Confidential Information to others or use it for purposes other than the Project(s).

5. LIMITED DISCLOSURE.

(NAME) and **Caliber.global** agree to limit disclosure of Confidential Information to those employees or agents necessary for the Project who have agreed to be bound by the obligations set herein.

6. EFFECTIVE DATE AND LENGTH OF OBLIGATION.

This Agreement is effective as of the last date of execution by both parties and shall remain in force for the duration of the Project(s). The parties' obligation to maintain confidentiality and non-use for Confidential Information hereunder shall survive and last for at least one (1) years after the date of termination.

7. EXCEPTIONS TO CONFIDENTIAL INFORMATION.

Confidential Information shall not include any information which (a) was publicly available at the time of disclosure; (b) became publicly available after disclosure without breach of this Agreement by the Parties; (c) was in a party's possession prior to disclosure, as evidenced by such party's written records, and was not the subject of an earlier confidential relationship with the other party; (d) was rightfully acquired by a party after disclosure by the other party from a third party who was lawfully in possession of the information and was under no obligation to either party to maintain its confidentiality; (e) is independently developed by a party's employees or agents who have not had access to the Confidential Information; or (f) is required to be disclosed by a party pursuant to judicial order or other compulsion of law, provided that such party shall provide to the other party prompt notice of



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such order and comply with any protective order imposed on such disclosure.

8. RETURN OF CONFIDENTIAL INFORMATION.

At any time requested **Caliber.global** and (NAME) shall return or destroy all documents, samples or other materials embodying the other party's Confidential Information, shall retain no copies thereof, and shall certify in writing that such destruction or return has been accomplished.

9. DISCLAIMER OF OTHER RELATIONSHIPS.

This Agreement does not create a relationship of agency, partnership, joint venture or license between the parties. This Agreement does not obligate either party to purchase anything from or sell anything to the other party, and each party acknowledges the other party may enter into (a) other similar activities and/or (b) business relationships with third parties, provided no Confidential Information is disclosed or used by (NAME).

10. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of The Netherlands, without reference to conflicts of law principles. The parties hereby submit and consent to the jurisdiction of the Civil Court of Arnhem ("rechtbank Gelderland"), The Netherlands, for purposes of any legal action arising out of this Agreement.

11. AMENDMENTS.

This Agreement supersedes all previous agreements between the parties regarding the Confidential Information and cannot be assigned or modified without the prior written consent of both parties hereto.

12. BREACH.

If a party breaches the term(s) of this Agreement, this party shall pay to the non-breaching party a penalty of

EUR 25,000 per event, without prejudice to the non-breaching party's rights to (a) terminate this Agreement and/or demand the immediate return of all Confidential Information; (b) recover its actual damages resulting from such breach, including, without limitation, its attorney's fees and costs of suit; (c) obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement; and (d) pursue any other remedy available at law or in equity. Failure to properly demand compliance or performance of any term of this Agreement shall not constitute a waiver of the parties' rights hereunder.

(NAME)

Signature

Name

Title

Address

Date

Caliber.global

Signature

Name Jeroen Scholten

Title Managing Director

Address Tivolilaan 205 (6824 BV) Arnhem

Date

If the individual signing is (a) an individual, provide both the individual name and the trade name (if any); (b) a partnership, at least one general partner should sign in the partnership's name; or (c) a corporation, an officer must sign and include his/her title.



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