

Mutual Non-Disclosure Agreement



NDA Specifics

Purpose	Exploring the possibility of entering into a business relationship between the Parties.
Confidentiality period	This agreement is entered into for a period of 3 (three) years, starting from the Effective Date. The confidentiality obligations contained in this agreement will remain in force for an additional two (2) years after termination or annulment of this agreement.
Governing law	Dutch law
Dispute resolution	Utrecht, the Netherlands
Notices	Your email address: _____ SurePay email address: legal@surepay.nl

The undersigned

	Party 1	Party 2
Entity name		SurePay B.V. ("SurePay")
Registered address		Nicolaas Beetsstraat 222 3511 HG Utrecht
Business registration number		Chamber of Commerce, number 77251733

Hereinafter individually referred to as a "Party" or collectively as the "Parties".

Considering:

- that the Parties intend to disclose confidential information to each other in connection with the Purpose; and
- this agreement will come into effect on the date of final signature ("Effective Date").

Agree as follows:

1. Confidentiality

- 1.1. Confidential Information** means all information that is disclosed, in whatever form, by the disclosing Party (the **Discloser**) or on the Discloser's behalf by the authorised representatives or its Affiliates to the receiving Party (the **Receiver**), its Affiliates or Permitted Receivers, in connection with the Purpose. This includes the content of this agreement and data and/or information derived from processing the Confidential Information received.
- 1.2. Affiliate** means, in relation to a Party, any entity that directly or indirectly Controls, is controlled by, or is under common Control with that Party from time to time.
- 1.3. Control** means the control over an entity, by holding more than fifty percent (50%) of the nominal value of the share capital issued, or more than fifty percent (50%) of the voting power at general meetings, or the power to appoint and to dismiss a majority of the directors or otherwise to direct the activities of those persons.

1.4. Permitted Receivers means the Receiver's Affiliates and the Receiver's or its Affiliates' officers, employees, members, representatives, professional advisors, agents and subcontractors.

1.5. Confidential Information excludes information that:

- i. is or becomes public information other than as a result of direct or indirect breach of the Receiver of the obligations under this agreement,
- ii. is known by the Receiver or Permitted Receivers at the time of disclosure,
- iii. is lawfully obtained by the Receiver or Permitted Receivers from a third party other than through a breach of the confidentiality obligations,
- iv. is independently developed by the Receiver, or
- v. is explicitly identified by the Discloser as not confidential at the time of delivery.

2. Permitted disclosure

2.1. The Receiver is allowed to share Confidential Information with its Permitted Receivers, who need to know it and will only use it in relation to the Purpose. The Receiver shall ensure that such Permitted Receivers are contractually bound to respect the confidential nature of the Confidential Information under terms equivalent to this agreement.

2.2. The Receiver shall be liable for its breach of this agreement and any act or omission by a Permitted Receiver which would constitute a breach of this agreement if it were a party to it.

2.3. The Receiver may share the Confidential Information if required by law, regulation or judicial order, but shall promptly inform (to the extent permitted by law) the Discloser of the full circumstances and scope of the disclosure.

3. Obligations

3.1. The Receiver must:

- i. use the Confidential Information only for the Purpose,
- ii. keep all the Confidential Information confidential and store it subject to reasonable technical and organisational security measures and a degree of care that would apply to its own confidential information,
- iii. promptly notify the Discloser after becoming aware of a breach of this agreement,
- iv. within thirty (30) days of the Discloser's request, take reasonable steps to return or destroy any Confidential Information it holds, save to the extent that the Receiver is required to retain such information by any applicable law, rule or regulation.

4. Publicity

- 4.1. Neither Party shall without prior written permission of the other, mention the existence of their relationship in publications or advertising. Each permission granted shall remain in effect until it is canceled by either party in writing.

5. General

- 5.1. **Notices:** Formal notices under this agreement must be in writing and sent to the email addresses on the agreement's front page as may be updated by a Party to the other in writing.
- 5.2. **Amendments:** Any amendments to this Agreement must be agreed in writing.
- 5.3. **Scope:** The Parties will not exchange personal data under this agreement. In case this changes, the Parties will agree on additional arrangements. Each Party shall bear its own costs in relation to this agreement.
- 5.4. **No Claim:** This agreement is not an agreement to negotiate. Should the envisaged co-operation not be established by the parties, neither Party to this agreement shall have any claim whatsoever against the other arising from such failure.
- 5.5. **Waiver:** If a party fails to enforce a right under this Agreement, that is not a waiver of that right at any time.
- 5.6. **Specific Performance:** In addition to all other remedies to which it may be entitled, each of the parties hereto will be entitled to equitable relief, including injunction and specific performance, for any breach by the other party of the provisions of this agreement.
- 5.7. **Assignment:** This agreement is not assignable by either Party without the prior written consent of the other party, and any attempt to make any such assignment without such consent shall be void.
- 5.8. **Entire Agreement:** This agreement comprises the entire understanding and agreement between the parties in relation to the Information and supersedes any prior understanding or agreement relating to the Information.

Thus, agreed and undersigned:

The Parties affirm that the individuals signing this agreement are duly authorized to bind the Parties to the terms thereof.

Party 1:	Party 2: SurePay
Effective Date: _____	
Name 1: Title 1: _____	David-Jan Janse CEO  _____
Name 2 (optional): Title 2 (optional): _____	Ralf van den Berg CFO  _____