

CONFIDENTIALITY AGREEMENT (MUTUAL)**Schiphol Nederland B.V. (SNBV)**

Address Evert van de Beekstraat 202, 1118 CP Schiphol
 Commercial Register No. 34166584
 Attention [Contact Person]
 Telephone [Telephone No. contact person]

[Counterparty].(Abbreviation)

Address [insert street address]
 Commercial Register No. [Number]
 Attention [Contact Person]
 Telephone [Telephone No. of contact person]

Permitted Purpose

[insert description of the permitted purpose (refer to the examples in Guide)]

Executed as an agreement

Signed by an authorised representative
of SNBV

Signature

Name

Title

Date

Signature

Name

Title

Date

Signed by an authorised representative of
[counterparty]

Signature

Name

Title

Date

Signature

Name

Title

Date

INTRODUCTION

- A. The Parties are proposing to participate in the Permitted Purpose.
- B. The Parties wish to share certain Confidential Information for the Permitted Purpose.
- C. The Parties have agreed to enter this agreement for the purpose of recording their rights and responsibilities in relation to such Confidential Information.

GENERAL TERMS

1 CONFIDENTIAL INFORMATION

1.1 Acknowledgements, warranties and covenants

The Recipient acknowledges and covenants that, subject to clause 2:

- (a) the Confidential Information is of particular sensitivity and importance to the Discloser;
- (b) the Recipient is responsible for and liable to the Discloser for ensuring that the Confidential Information is only used and dealt with in accordance with this agreement and the Discloser's instructions;
- (c) the Confidential Information must be, and remain:
 - (i) confidential; and
 - (ii) the property of the Discloser;
- (d) the Recipient has not disclosed and must not at any time disclose the Confidential Information to any third party other than in accordance with this agreement;
- (e) the Recipient must not at any time use the Confidential Information for any purpose other than to participate in the Permitted Purpose;
- (f) the Recipient must only store the Confidential Information on a database in the form of computer disk or any other form to the extent necessary to execute the Permitted Purpose;
- (g) the Recipient must ensure that the Confidential Information is kept secure from unauthorised access, damage or destruction;
- (h) the Recipient must ensure that the Confidential Information is not reproduced or copied in whole or in part; and
- (i) the Recipient must take and enforce proper and adequate precautions at all times to preserve the secrecy and confidentiality of the Confidential Information.

1.2 Return of Confidential Information

The Recipient acknowledges and covenants that if required by the Discloser, and at the Recipient's expense Recipient must return the Confidential Information:

- (a) on termination of the Recipient's involvement in the Permitted Purpose;
- (b) on completion of the Permitted Purpose; or
- (c) at any time at the Discloser's demand, In that case, the Recipient and its Representatives shall, subject to clause 1.3 and within 3 business days of the termination, completion or demand:
 - (i) return to Discloser, or delete in its entirety and permanently, all originals and copies of the Confidential Information, regardless of its Material Form, as may be in the Recipient and its Representative's power, custody, control or possession; and
 - (ii) cease to make use of the Confidential Information or any part of it (including, without limitation, use for the Permitted Purpose); and
 - (iii) where requested by the Discloser promptly confirm in writing to the Discloser when it has complied with its obligations under this clause 1.2.

1.3 Retention for back-up purposes

The Recipient will be permitted to retain one electronic copy of the Confidential Information for regulatory compliance or legal purposes, if applicable. The Recipient shall inform the Discloser if it retains an electronic copy of the Confidential Information in accordance with this Clause. When the Recipient is no longer obliged to retain an electronic copy of the Confidential Information for regulatory compliance or legal purposes, the Recipient shall comply with Clause 1.2 and inform the Discloser accordingly.

1.4 Term

This agreement shall commence on the effective date and shall remain in effect until the agreement has been terminated in accordance with Clause 1.2. Clause 1 will survive termination or completion (for whatever reason) of the Permitted Purpose.

2 EXCEPTIONS TO CONFIDENTIALITY

2.1 Exclusions

No Confidential Information may be disclosed by the Recipient to any person except:

- (a) with the prior written consent of the Discloser which may be given or withheld in its absolute discretion;
- (b) if the Recipient is required to do so:
 - (i) by law or the rules of a stock exchange; or
 - (ii) if the Recipient is required to do so in connection with legal proceedings relating to this agreement;
- (c) where the Discloser has notified the Recipient in writing that the Confidential Information is in the public domain;
- (d) where the Confidential Information is in the public domain through no act, neglect or default of the Recipient or its Representatives in the same form or medium and arranged, collected or compiled in the same manner as it was disclosed to the Recipient or created by the Recipient; or
- (e) if the Discloser has notified the Recipient in writing that the Discloser no longer requires the Recipient to maintain the confidentiality of the Confidential Information.

2.2 Disclosure under clause 2.1(b)

If the Recipient is required to disclose any Confidential Information under clause 2.1(b), the Recipient must take all reasonable steps to:

- (a) notify the Discloser of the required disclosure; and
- (b) minimise the amount of Confidential Information disclosed (including, without limitation, making requests that all Confidential Information be disclosed on confidential terms).

2.3 Disclosure to Representatives

- (a) The Recipient may disclose parts of the Confidential Information to a Representative provided that such disclosure is necessary for the Recipient's participation in the Permitted Purpose and is not to any greater degree than is necessary to enable the Representative to provide the services required of it.
- (b) The Recipient must ensure that none of the Representatives acts or fails to act in a way that would constitute a breach of the covenants contained in this agreement if the Recipient had acted or had failed to act in a similar way.
- (c) Before disclosure of any Confidential Information to a Representative, the Recipient must arrange for that Representative to execute a confidentiality undertaking in favour of the Discloser.
- (d) The Recipient will, where requested by the Discloser, keep the Discloser informed of the names of all the Representatives who may have access to the Confidential Information.

2.4 Intellectual Property Rights

No license, under any trademark, patent, copyright or any other intellectual property right, is either granted or implied by the conveying of Confidential Information to the Receiving Party and/or its Affiliated Parties and/or its Representatives.

3 BREACH AND INDEMNITY

- (a) The Recipient must:
 - (i) notify the Discloser immediately if it becomes aware of a suspected or actual breach of this agreement; and
 - (ii) take all reasonable steps, at its own expense, required to prevent or stop the suspected or actual breach of this agreement.
- (b) The Recipient agrees that the Confidential Information is valuable and proprietary to the Discloser and that:
 - (i) Material losses may not be a sufficient remedy for any breach of this agreement by the Recipient or its Representatives; and
 - (ii) in addition to any other remedies that the Discloser or its Related Parties may have, the Discloser or its Related Parties will be entitled to relief, including, without limitation, injunction and specific performance for breach of the provisions of this agreement.
- (c) These remedies will not be deemed to be exclusive remedies for the breach of this agreement but will be in addition to all other remedies.
- (d) The Recipient will be responsible for any loss, damages, claims or expenses incurred or suffered by the Discloser or its Related Parties as a result of any unauthorised use or disclosure of any Confidential Information by the Recipient or its Representatives.
- (e) The Recipient fully indemnifies and keeps fully indemnified the Discloser and its Related Parties against any loss or damage which the Discloser or its Related Parties suffer as a consequence of any breach by the Recipient or its Representatives of this agreement. Nothing done or not done by the Discloser or its Related Parties in any way limits or restricts the Discloser or its Related Parties from being entitled to be fully indemnified as provided in this agreement.

4 GOVERNING LAW AND JURISDICTION

The law of The Netherlands governs this agreement and the parties submit to the exclusive jurisdiction of the court of Amsterdam.

5 DEFINITIONS

In this agreement, each defined term has the following meaning:

Confidential Information means Information disclosed to the Recipient or its Representatives by the Discloser or any Related Party, or Information disclosed by a third party which the Discloser is required to keep confidential for or in connection with the Permitted Purpose including, without limitation:

- (a) the Contract Material;
- (a) Information about the Company's customers or tenants, or pricing information;
- (b) Information which, either orally or in writing, is designated or indicated as being the proprietary or confidential information of the Discloser, any of its Related Parties or a third party to whom the Discloser owes an obligation of confidentiality;
- (c) Information derived or produced partly or wholly from the Information including, without limitation, any calculation, conclusion, summary or computer modelling;
- (d) trade secrets or Information which is capable of protection at law or equity as confidential information; and
- (e) Financial information, forecasts, data, customer research or system information;
- (f) any Information that would ordinarily be considered to be of a confidential nature.

Contract Material means all material brought or required to be bought into existence as part of, or for the purpose of the Permitted Purpose including, without limitation, documents, equipment, information and data stored by any means.

Discloser means the Party that is disclosing Confidential Information.

Information means all information regardless of its Material Form, relating to or developed in connection with:

- (a) the business, technology or other affairs of the Discloser or any Related Entity;
- (b) the Permitted Purpose; or
- (c) any systems, technology, ideas, concepts, know how, techniques, designs, specifications, blueprints, tracings, diagrams, models, functions, capabilities and designs (including, without limitation, computer software, manufacturing processes or other information embodied in drawings or specifications), intellectual property or which is marked "confidential" or is otherwise indicated to be subject to an obligation of confidence, owned or used by or licensed to the Discloser or a Related Party of the Discloser.

Material Form in relation to Information, includes, without limitation, any form (whether orally, in writing or in electronic or machine readable form) of storage for which the Information can be reproduced and any form in which the Information is embodied or encoded.

Parties or **Party** means the parties or a party to this agreement.

Recipient means the Party receiving the Confidential Information.

Related Party means entities controlled by Recipient or Discloser.

Representatives of a Party includes, without limitation, an employee, contractor, attorney, consultant, agent, adviser, officer, director, auditor, partner of that Party.