



studio | mango



# NON DISCLOSURE AGREEMENT

This Agreement is made between:

- Having its registered office at:
- Registered at the Chamber of Commerce under n°:
- Represented by:
- Hereinafter referred to as **Party 1**

And:

## **Studio Mango B.V.**

- An entity existing under Dutch law
- Having its registered office at: Oranjeboomstraat 1C, 4814 EE Breda (The Netherlands)
- Registered at the Dutch Chamber of Commerce (KvK) under: n° 53083067,
- Hereinafter referred to as: **Studio Mango**

**Party 1** and **Studio Mango** are also individually referred to as a “Party” and collectively as the “Parties”.

Whereas:

- I. Party 1 is a:
- II. Studio Mango is a design & engineering consultancy which realizes products and projects for its clients.
- III. Party 1 and Studio Mango intend to exchange information the use of which will be limited to:
  - Assess a possible business relationship among the Parties focused on the provision of a research and product development to be carried out by Party 1 as and when commissioned by Party 1 in the territory of the Netherlands and / or
  - Allow Party 1 and Studio Mango to negotiate the most optimal means of collaboration between the Parties (the “Discussions”).
  - Allow Party 1 to assess the ambition and purpose of Studio Mango concerning further technical / mechanical development (the “Discussions”).
  - Allow Studio Mango to gain insight in the technical developments status & challenges from Party 1 (the “Discussions”).
  - If upon presentation of the Confidential Information either of the parties recognizes that similar work has been done or is in progress at their company they should inform the other party about this immediately. The presentation should be stopped and the party whom informed that similar work has been done or under progress should produce evidence of this within 1 hour of making the statement. This information will be judged by both parties and falls under this NDA.
- IV. The Parties understand that in the course of the Discussions, certain Confidential Information, as defined hereafter, will be exchanged between them or acquired by them. The Confidential Information for the Discussions will be restricted to a product development in the category:
- V. The Parties are willing to disclose to each other (the “Disclosing Party”) Confidential Information on the condition that the recipient (the “Receiving Party”) neither discloses the same to any third party nor makes use thereof in any manner except as set out below.

Now therefore, the following terms and conditions shall apply to all meetings and communications between employees and/or representatives of Party 1 and Studio Mango in connection with samples and information exchanged between Party 1 and Studio Mango relating to the Discussions:

## 1. DEFINITIONS

Affiliate Company means any company in respect of which Studio Mango named in this Agreement either (a) directly or indirectly owns 50% or more of the equity or (b) has the right to appoint 50% or more of the board members.

## 2. DURATION OF THIS AGREEMENT

This Agreement shall govern the exchange of information for 5 year per project and continuous for new project requests.

## 3. DOCUMENTARY AND INTANGIBLE INFORMATION TO BE CONSIDERED AS CONFIDENTIAL INFORMATION

The term “Confidential Information” means all business or technical information of the Disclosing Party, whether it is received, accessed or viewed by the Receiving Party in writing, visually, electronically or orally. Confidential Information shall include, without limitation, technical information, marketing and business plans, databases, specifications, formulations, tooling, prototypes, sketches, models, drawings, designs, processes, quotations, offers, pricing data, procurement requirements, engineering information, samples, computer software (source and object codes), forecasts, identity of or details about actual or potential customers or projects, techniques, inventions, discoveries, know-how and trade secrets. “Confidential Information” also includes all such business or technical information of any third party that is in the possession of the Disclosing Party.

For the avoidance of doubt, it is hereby confirmed that the combination or aggregation as a body of information of individual items of information (whether individual pieces of information are Confidential Information or not) shall in itself be considered confidential and shall be treated as Confidential Information under this Agreement. Confidentiality Agreement between Party 1 and Studio Mango.

## 4. OWNERSHIP OF CONFIDENTIAL INFORMATION

All Confidential Information disclosed or transferred under this Agreement remains the property of the Disclosing Party and will be returned immediately to the Disclosing Party upon its first written request.

All Confidential Information is provided on an “as is” basis, without any warranty or liability, whether express, implied or otherwise, regarding its use, accuracy, completeness or otherwise.

## 5. OBLIGATIONS OF CONFIDENTIALITY

The Receiving Party hereby agrees that, unless the Disclosing Party gives its prior written authorization, the Receiving Party, shall during a period of five (5) years from the date of disclosure of any Confidential Information hereunder:

- Treat Confidential Information disclosed by the Disclosing Party in strict confidence and not disclose such Confidential Information outside the Disclosing Party;
- Not use the Confidential Information disclosed by the Disclosing Party or knowledge acquired or derived directly and/or indirectly by means of any Confidential Information for any purpose other than for the Discussions;
- Protect the Disclosing Party’s Confidential Information against disclosure with at least a reasonable degree of care and at least in the same manner and with the same degree of care with which it protects confidential information of its own; and
- Limit circulation of the Confidential Information to such employees of Party 1 and Studio Mango as have a need to know in connection with the Discussions (the “Representatives”) and provided that the Representatives are informed, directed and obligated to treat such Confidential Information in accordance with the obligations of this Agreement. The Receiving Party shall be liable for any breach of an obligation hereunder by any of its Representatives.

## 6. LIMITATIONS OF CONFIDENTIALITY

Information disclosed pursuant to this Agreement which would otherwise be Confidential Information shall not be deemed Confidential Information (or shall no longer be deemed to be Confidential Information as the case may be) to the extent that it can be proven that said information:

- Is or has become part of the public domain without violation of this Agreement;
- Is known and on record at the Receiving Party prior to disclosure by the Disclosing Party;
- Is lawfully obtained from a third party who is not bound by similar confidentiality obligations; or
- Is disclosed pursuant to administrative or judicial action, provided that each Party shall use its best efforts to maintain the confidentiality of the Confidential Information e.g. by asserting in such action any applicable privileges, and shall, immediately after gaining knowledge or receiving notice of such action, notify the Disclosing Party thereof and give the Disclosing Party the opportunity to seek legal remedies so as to maintain such Confidential Information in confidence.

If only a portion of the Confidential Information falls under any of the above exclusions, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions of this Agreement.

## 7. NO IMPLIED LICENSES

Nothing in this Agreement shall be construed as a grant by implication or otherwise, of a license of any kind between the Parties, for example, to make, have made, use or sell any product using Confidential Information or as a license under any patent, patent application, utility model, copyright, or any other intellectual property right. Disclosure of Confidential Information does not imply or obligate the Parties to enter into any further binding arrangement or agreement.

## 8. ASSIGNABILITY

No Party may transfer or assign any or all of its rights and/or obligations or delegate the performance of any or all of its obligations under this Agreement, directly or indirectly, through acquisition, merger or otherwise, without the prior written consent of the other Party. Studio Mango may however transfer or assign any or all of its rights and/or obligations or delegate the performance of any or all of its obligations under this Agreement to any of its Affiliate Companies without the prior written consent of Party 1.

## 9. APPLICABILITY TO AFFILIATE COMPANIES

Party 1 and Studio Mango confirm that they have the right and power to bind their Affiliate Companies to the terms of this agreement and hereby agree to impose the terms of this agreement upon their respective Affiliate Companies.

## 10. REMEDIES

Each Party agrees that if any of the provisions of this Agreement are not performed in accordance with their respective terms or are otherwise breached by it or its Representatives, money damages may not necessarily be a sufficient remedy. Therefore, each Party agrees that, in addition to all other rights and remedies otherwise available to the other Party, the other Party shall be entitled to specific performance or equitable relief by way of injunction or otherwise in the event it or its Representatives breach or threaten to breach any of the provisions of this Confidentiality Agreement.

## 11. GOVERNING LAW AND MISCELLANEOUS PROVISIONS

All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of this Agreement shall be governed by and construed in accordance with Dutch law, without giving effect to any other choice of law or conflict-of-laws rules or provisions (The Netherlands, foreign or international) that would cause the laws of any jurisdiction other than The Netherlands to be applicable. The arbitration shall be conducted in Dutch language.

## SIGNING

The captions and titles in this Agreement are for ready reference only and are without contractual signification or effect.

### STUDIO MANGO

Place, Date:  
Signed in name of: Paul Hendrixx

Approval:

### PARTY 1

Place, Date: \_\_\_\_\_  
Signed in name of: \_\_\_\_\_

Approval:

*By checking this box I digitally sign and therefore approve that I agree with the terms and content of this NDA. Allowing Studio Mango to use shared confidential information for the purpose of R&D discussions as described by the non disclosure agreement attached.*

*After signing the document, please go to File -> Save As, and save the file under the following name: (currentdocumentname)-signed.pdf*

*Once signed return the saved document to Studio Mango by email.*

Not all PDF programs support digital signing, if you can't fill the forms or save under a new name, please download Acrobat reader for free at <https://get.adobe.com/reader/>  
*(Remember to un-check the optional McAfee boxes before you click install)*