

	Process: Purchasing	Document Number: PR.1.2.06	Date of Release: 01/06/2019	
	Document Title: Confidentiality Agreement.	Type of Document: Procedure		Page 1 of 5

## Confidentiality Agreement

(the "Agreement")

This Agreement is made on xx.xx.xxxx

between

Company-name

registered office: Adres

- hereinafter referred to as "**Company-name.**"

and

**Perfect Coat bv**

registered office: Slootsekuilen 26

5986 PG

Beringe

Netherlands

- hereinafter referred to as "**Perfect Coat**"


PERFECT COAT B.V. and COMPANY NAME intend to furnish to each other certain information in

	Process: Purchasing	Document Number: PR.1.2.06	Date of Release: 01/06/2019
	Document Title: Confidentiality Agreement.	Type of Document: Procedure	
		Page 2 of 5	

connection and with respect to their ongoing business relationship (the "Business Relationship") , which information each party as the disclosing party considers confidential and/or proprietary information and/or trade secrets, all of which is collectively described herein as "Confidential Information". This Confidential Information may be conveyed in written, graphic, oral, visual or physical form and may include, without limitation, scientific knowledge, technology, know-how, designs, inventions, processes, methods, drawings, techniques, formulae, patterns, computations, software, codes, programs, special equipment, devices, samples, products, operational information, financial information (including pricing and costing information) customer information, supplier information, distribution information, computer or other data, plans or other records and information. All of such Confidential Information, together with any analysis or evaluations thereof, shall be deemed to be confidential and subject to this Agreement whether or not such information is specifically described or designated as Confidential Information.

The provisions of this Agreement do not include as Confidential Information, information, knowledge or data which the party receiving the Confidential Information ("Receiving Party") from the party disclosing the Confidential Information ("Disclosing Party") can prove:

- (a) was known to and existed in documentary or other physical form or otherwise in the possession of the Receiving Party at the time of disclosure;
- (b) was at the time of disclosure or thereafter became a part of the public domain through no act or failure to act on the part of the Receiving Party;
- (c) was disclosed with the written consent of the Disclosing Party;
- (d) was disclosed to the Receiving Party by a third party, provided that such third party did not acquire the information, knowledge or data directly or indirectly from the Receiving Party or was not breaching any agreement or confidential relationship in doing so;
- (e) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or
- (f) is required to be disclosed pursuant to judicial, administrative or regulatory process or in connection with any inquiry, investigation, action, suit, proceeding or claim, provided that, if such disclosure is required, the Receiving Party will first give notice to the Disclosing Party so that it will have an opportunity (at its own expense) to seek a protective order or other appropriate remedy, provided that, any combination of the information which comprises part of the Confidential Information shall not be included in the foregoing exceptions merely because

	Process: Purchasing	Document Number: PR.1.2.06	Date of Release: 01/06/2019
	Document Title: Confidentiality Agreement.	Type of Document: Procedure	
		Page 3 of 5	

individual parts of such combination were within the public domain or were within the prior possession of the Receiving Party or were disclosed to it by a third party, as applicable, unless the combination itself was in the public domain, was in the prior possession of the Receiving Party, or was so received, as applicable.


In consideration of the foregoing, both parties agree on the following provisions:

1. The Receiving Party will hold in trust and confidence all Confidential Information received from the Disclosing Party.
2. The Receiving Party will disclose such Confidential Information only to its employees, to employees of its affiliated companies or representatives having a need to know such Confidential Information for purposes of reviewing the Business Relationship and then only if they have been expressly advised by the Receiving Party of the confidential nature of such information. The Receiving Party affirms that its employees or representatives who may receive Confidential Information are subject to undertakings to keep confidential the Confidential Information and the Receiving Party shall be liable for any breach of this Agreement by such employees or representatives. The Receiving Party shall enforce such undertaking in respect of any actual or threatened breach of confidentiality provided for in this Agreement by such employees or representatives.
3. The Receiving Party shall maintain adequate procedures to preserve the integrity of the Confidential Information, such procedures to be at least equal to the procedures the Receiving Party would use to protect its own information.
4. Upon termination of the Business Relationship, the Receiving Party will, at the request of the Disclosing Party, immediately return or destroy all written, electronic or other tangible Confidential Information (including samples and specimens and such documents or electronic data that are comprised or derived of Confidential Information) to the Disclosing Party. In case the Receiving Party receives under this Agreement entire cars or car components, such cars or components have to be stored and locked in a separate room and, unless specifically authorized in writing by the Disclosing Party, no photos etc. shall be taken of such cars or components.
5. The provisions of this Agreement shall be binding upon any successors, permitted assigns or affiliates of the Receiving Party. After the termination of the Business Relationship, the Agreement will continue in effect with respect to any Confidential Information which has been disclosed, including any analysis or evaluations which reflect Confidential Information

	Process: Purchasing	Document Number: PR.1.2.06	Date of Release: 01/06/2019	
	Document Title: Confidentiality Agreement.	Type of Document: Procedure		Page 4 of 5

and will continue until such time as such information ceases to retain its status as confidential under the terms hereof.

6. Under no circumstances shall the providing of Confidential Information by the Disclosing Party to the Receiving Party hereunder be deemed to constitute a licence or implied licence from the Disclosing Party to use any industrial or intellectual property contained in the Confidential Information.
7. The Disclosing Party makes no warranty, express or implied, with respect to technical data delivered hereunder, including implied warranties of merchantability, fitness for a particular purpose, or freedom from patent infringement, whether arising by law, custom or otherwise.
8. The Receiving Party agrees to refrain from obtaining or attempting to obtain any industrial or intellectual property rights that are based in whole or in part on the Confidential Information which is received by it pursuant to the terms hereof unless obtained from an authorized third party.
9. Without limiting any remedies that the Disclosing Party may otherwise have hereunder or at law, the parties agree to use their best efforts to amicably settle any disputes or differences which may arise between them in connection with this Agreement.
10. Without limiting any remedies that may otherwise be available at law, the Receiving Party acknowledges that damages at law would be an insufficient remedy if it breached its obligations hereunder. Accordingly, the Receiving Party agrees that the Disclosing Party may apply for and have injunctive relief in order to specifically enforce obligations intended to be for its benefit hereunder.
11. No amendment, change to or modification of this Agreement may be made except in writing signed by both parties to this Agreement, including this in-writing statement.
12. Nothing in this Agreement shall grant one party the right to make commitments of any kind, for or on behalf of the other party. This Agreement is not intended to be, nor shall it be construed as a joint venture, partnership, or other formal business organization between PERFECT COAT B.V. and COMPANY NAME.
13. This Agreement contains the entire agreement and understanding between the parties regarding the Business Relationship and the treatment of Confidential Information. No representations, agreements, understandings, either written or oral, not contained herein,

 <b>perfectCOAT</b> <small>COMPLETE COATING SOLUTIONS</small>	Process: Purchasing	Document Number: PR.1.2.06	Date of Release: 01/06/2019
	Document Title: Confidentiality Agreement.		Type of Document: Procedure
		Page 5 of 5	

shall be of any force or effect.

14. Neither party may assign this Agreement or any of their respective rights and obligations hereunder to any third party without the prior written consent of the other party.
  
15. This Agreement shall be governed by the laws of the Netherlands, excluding the conflict of law provisions thereof, and the parties hereto hereby attorn to the exclusive jurisdiction of the courts of Perfect Coat bv.

If you are in agreement with the above, please sign both copies of this letter and return one copy to us

**Perfect Coat bv**  
 Beringe, xx.xx.xxxx

---

M.J.M. Kessels  
 CEO/Founder

**Company name**  
 Place/date

---

Name  
 Title/Function