**MUTUAL NON-DISCLOSURE AGREEMENT**

This Confidentiality Agreement is made by and between XXX, represented by XXX, the Netherlands and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name, organization) based in \_\_\_\_\_\_\_\_\_\_\_\_\_ (city, country) (hereinafter referred to as the Parties).

Recitals:

Whereas XXX supports sustainable matchmaking between small & medium entrepreneurs (SME) in developing countries with SMEs in The Netherlands;

and

To achieve this goal, it will be necessary for each Party to have access to Confidential Information concerning their respective businesses that is not available to the public;

and

Whereas both parties are engaged in further cooperation in the XXX project.

Now therefore, in consideration of the above premises the Parties agree as follows:

1. Definition. “Confidential Information” means any information from the Disclosing Party relating to its business. The term “Confidential Information” does not include information which is generally available to the public other than as a result of disclosure by Recipient in breach of this Agreement.
2. Non-disclosure. In consideration for the receipt of Confidential Information, Recipient (including but not limited to employees) shall hold all Confidential Information in confidence and with the same degree of care it uses to keep its own similar information confidential and shall not, without the prior written consent of Disclosing Party, disclose such information to any person. It is understood that Recipient may disclose the Confidential Information to those of the Recipient’s Representatives who need such material for the purpose of evaluating the proposed Relationship.
3. Use. Recipient shall not use any Confidential Information and contact information for any reason or purpose other than as necessary in regard to the XXX project. Recipient agrees to make no other use of the Confidential Information or to incorporate any Confidential Information into any work or product.
4. No Warranties. Neither Party makes any warranty as to the accuracy or completeness of the

Confidential Information.

1. No Obligation. Neither Party shall make any commitment or incur any expense for or in the name of the other Party. Neither has any obligation by virtue of this Agreement to procure any products or services from the other Party. Neither execution nor performance of this Agreement shall be construed or deemed to have established any joint venture or partnership or have created the relationship of principal and agent between the Parties.
2. Scope: Termination. This Agreement is intended to cover Confidential Information disclosed by each Party both prior and subsequent to the date hereof. This Agreement has been concluded for an indefinite period of time and can not be terminated by either Party. Thereby each Party’s obligations with respect to each item of the other Party’s Confidential Information will continue to be in effect for an indefinite period of time.
3. Penalty: In the event of a breach of this non-disclosure agreement, the Recipient shall receive an invoice of XXX
4. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Netherlands.
5. Severability. If any provision of this Agreement shall be declared invalid for any reason whatsoever, then, notwithstanding such invalidity, the remaining terms and provisions of this Agreement shall remain in full force in the same manner as if the invalid provision had not been contained herein.

Agreed in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(city, country) on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name, organization) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name, organization)