

CONFIDENTIALITY AGREEMENT

Parties:

Nextarp B.V., located at (3040CC) Rotterdam, at My Street Name and 50, Chamber of Commerce (CoC) number KV123456, represented by Important Musterman;

and

Important Bank N.V., located at (3000AA) Rotterdam, at Wilhelminalaan and 50, Chamber of Commerce (CoC) number KVK-9990999, represented by Very Important Jobs;

hereinafter individually referred to as "party" or collectively as "parties".

Recitals:

The parties wish to explore the possibility of a certain form of collaboration. For this purpose, access is required to certain confidential information related to the business operations. Permission is hereby granted to access such information, under the condition that the information will be treated confidentially.

Agreed upon:

Article 1 - Provision of Information

- a. The parties shall provide each other with necessary documents, possible financial statements, and other data and information, hereinafter referred to as "information", regarding their respective businesses to the extent necessary for gaining insight into potential collaboration and the commercial feasibility of such collaboration.
- b. The parties may make copies of the information, solely to the extent reasonably necessary. The parties shall inform and update each other accurately about the copies made and the reasons for making them.
- c. The parties shall document in writing the information disclosed by parties in the context of this agreement's execution.
- d. The parties shall agree in advance on the manner in which information will be provided.
- e. The parties shall coordinate and execute the exchange of information through mutual consultation.

Article 2 - Confidentiality

- a. The parties hereby commit unconditionally and irrevocably to maintain strict confidentiality regarding all information exchanged between them for the purpose mentioned below. This confidentiality obligation also applies to the parties' staff.
- b. The parties are only authorized to use the information for the purpose it is intended, namely Business inquiry.
- c. The parties undertake not to use or exploit the received information for commercial purposes or in any other way without the express written consent of the other party. Furthermore, the parties shall neither sell nor provide the information, either in whole or in part, to third parties or make it available for their use.
- d. The parties commit to sharing the received information solely with those employees (of themselves or their subsidiaries) who need to be aware of it in the context of the purpose described in paragraph 2 of this article, but only if these employees are bound by written declarations specifically prepared for that purpose to maintain the information's confidentiality. The names of these employees shall be promptly communicated. These obligations apply to both parties and any subsidiaries they may engage or enlist in

this context, both present and future.

- e. The parties hereby ensure the strict compliance with these obligations by their subsidiaries. Subsidiaries of the parties are understood to be companies in which the parties directly or indirectly possess the majority of the issued (shares) capital or directly or indirectly control the activities of those companies.

Article 3 - Return of Documents

If the collaboration mentioned in this contract between the parties does not materialize, the parties shall promptly return all documents/information, including copies thereof, as referred to in this agreement.

Article 4 - Penalty Clause

- a. Upon violation of an obligation described in articles 1 through 3, the parties shall immediately owe each other an enforceable penalty of \$1,000,000.00 per violation, plus 2% of this amount for each day the violation persists. If, following a breach by one party of the obligations outlined in articles 1 through 3, the damage suffered by the other party exceeds the amount of the penalty, the breaching party shall also be obligated to compensate the additional damages incurred by the other party.
- b. A breach of the confidentiality obligation by any of the parties' employees or by any of their subsidiaries shall be considered a breach with regard to the parties themselves.

Article 5 - No Confidentiality

The obligations of the parties stated in this agreement shall not apply to information received by the parties from each other, if the relevant party proves:

- a. that the information was already known to the other party before;
- b. that the information was publicly known or at least publicly available before;
- c. that the information became publicly known or available - without the relevant party being liable for it - after the date on which the relevant party received the information from the other party.

Article 6 - Duration of Confidentiality Obligation

The obligations of the parties referred to in article 2 shall remain in force for a period of 5 years from the date of signing this agreement.

Article 7 - Dispute Resolution

Dutch law applies to this agreement. The Dutch court has jurisdiction over any disputes arising from this agreement. All disputes arising from this agreement shall exclusively be submitted to the competent judge of the Rotterdam District Court.

Signed:

Nextarp B.V.
8/31/2023
Important Musterman

Important Bank N.V.
8/31/2023
Very Important Jobs