NON-DISCLOSURE AGREEMENT

| **Please make a copy of this agreement, change the name of your company and its ShortName, and the date. Print and sign it and upload it to our uploader** |
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# UNDERSIGNED:

1. Reprex B.V., a company having its registered office at Granaathorst 369, 2592TA Den Haag and registered in the Trade Register of the Chamber of Commerce under number 80205275 ("**Reprex**"); and
2. **Name Comnany** company registry number xxxxxxxxxxxxxxx, provide address here ("**ShortName**").

also referred to below individually as **Party** and jointly as **Parties.**

# WHEREAS:

• Both Parties are Providing Parties that wish to provide information to the Receiving Party, and this information is considered confidential by one of the Parties;

• The Providing Party wishes to provide this information to the Receiving Party Cooperation purpose (the "**Purpose**"); and

• The Parties wish to record in this agreement the terms and conditions under which within the scope of the purpose as laid down in this agreement, both parties will provide information and receive information.

# DECLARE TO HAVE AGREED AS FOLLOWS:

## Information

The following definition applies in this agreement:

**Cooperation subject** is assessing the ability to create connected sustainability and financial reporting tools that are usable for music, film and television production, or related services, and confirm to various standards and practises introduced by the European Union, the United Kingdom or the United States of America, including industry standards that are initiated by private parties. Accessing the viability of joint research, funding, sales to trade associations, for-profit entities, civil society actors, and research stakeholders in this domain (**Prospects and Clients**); and potentially developing Consortia to bid for various research and development and innovation goals.

**Reprex** is handling any confidential information in the framework of the [Music Eviota program](https://reprex.nl/project/musiceviota/) (financed by the European Union’s MusicAIRE Creative Europe subprogram) and the Open Music Europe Program (financed by the European Union Horizon Europe Research and Innovation Program, see <https://openmuse.dataobservatory.eu/>) Reprex may report the fact of the cooperation to the European Commission, but not confidential information. Reprex is bound by the ethical and legal rules of confidential research data handling set by the European Commission.

**Information** means all information relating to the Cooperation subject and other information which meets all of the following requirements: the information is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question.

In the case of **ShortName** is Providing Party, information particularly means access to music, film, or audiovisual production buyer and supplier information (general ledger or trial balance level) and general information on how the **ShortName** procures energy, water, or other environmentally sensitive production inputs (existence of a green energy provider, etc. Concerning this information, the Receiving Party is **Reprex**.

In the case of **Reprex** as Providing Party, information particularly means know-how of connecting financial and sustainability information in accordance with the EU sustainable finance package, with the European Green Deal, the Corporate Social Responsibility Directive, which is initiating changes in national accounting standards and laws in 2023. In this case, the receiving party is **ShortName**.

In both cases, particularly names and other personal details of **ShortName** and **Reprex** Prospects; **ShortName** and **Reprex** Clients.

**The purpose** is the development of the prototype of affordable, cheap sustainability management and reporting tools that help both **ShortName** and **Reprex**, particularly, but not limited to, building research and development cooperation or helping **ShortName** to access grants, favourable loans, favourable insurance products related to the sustainable finance initiative of the European Union (available in all member states), and potentially to participate in further funded research and development cooperation that may help **ShortName** in its transition to a more sustainable economic development path, and **Reprex** in providing tools fr this for the music and audiovisual industry.

## Rights and obligations

1. With due observance of article 2 paragraphs 2 and 3 the Receiving Party hereby undertakes to observe strict confidentiality in respect of the Information and to refrain from disclosing or using the Information without the prior written consent of the Providing Party.
2. The obligations contained in article 2 paragraph 1 do not apply if and to the extent that:
3. The Information received from the Providing Party has already been acquired by the Receiving Party at the time it was provided and the Receiving Party acquired it lawfully;
4. The information received from the Providing Party is also provided to the Receiving Party by a third party that (i) acquired the Information lawfully; (ii) is not in breach of a confidentiality agreement or any other duty to maintain secrecy of the Information; and (iii) is not in breach of a contractual or any other duty to limit the use of the Information;
5. The Information is used or disclosed in order to protect a legitimate interest recognized by or pursuant to law or regulation;
6. The Information is acquired by the Receiving Party through independent discovery or creation;
7. *The information is provided to an employee, subcontractor or a professional adviser of the Receiving Party, provided that the Receiving Party imposes an equivalent non-disclosure obligation on such individuals/entities*; or
8. this is required or permitted by or pursuant to legislation or regulations or is ordered by a competent authority.
9. The Receiving Party undertakes to treat the Information with care and in an appropriate manner and will store the Information in a safe place and protect it from theft, loss, damage and/or unauthorized access, including access via electronic means, whereby the state of technology will be leading, and the costs associated with taking security measures are not unreasonable.
10. The Receiving Party will not use the Information for any purpose other than the Purpose.
11. In the event parts of the Information are public or have been made public, this does not terminate the duty of confidentiality with respect to the Information in its entirety.
12. The Parties will treat the existence of this agreement, its contents and all conversations held between the Parties, with confidentiality and will refrain from disclosing all or part of it to third parties.
13. The members of the Consortium formed for the applying to the *Towards a competitive, fair and sustainable European music ecosystem* are not treated as thrid parties, they are privy to the information related to this competitive bid, and both **Reprex** and **ShortName** respects their know-how and confidential information as their own.

## Duration and termination

1. This agreement enters into force on 23 February 2023.
2. The obligation of the Receiving Party to strict non-disclosure of the Information continues to apply, without restriction, after the terminations of discussions/negotiations or any other form of communication between the Providing Party and the Receiving Party, or after the termination of this agreement for any reason whatsoever.
3. After the end of this agreement, regardless of the reason and subject to any legal limitations, the Receiving Party will, at the Providing Party’s first request, immediately and at its own expense:
4. return or destroy all the documents that contain Information to the Providing Party without retaining copies of such;
5. destroy all the documents that have been drawn up based on the Information without keeping any copies of these, including reports, analyses, minutes and/or correspondence; and
6. permanently delete all Information stored electronically on the relevant data carrier, or to the extent it is not possible to permanently delete information on the data carrier, to destroy the data carrier.
7. Immediately after it has satisfied the obligations recorded in article 3, paragraph 3 the Receiving Party will send a confirmation of this in writing to the Providing Party.

## Property

The Providing Party has and will retain ownership to its Information and all the rights thereto**.** TheReceiving Party cannot derive from any provision of this agreement any right of ownership, authority to use or any other right relating to the Information and no provision of this agreement can be interpreted as such.

## Assignment

The Receiving Party is not entitled to transfer his rights and obligations under this agreement to a third party, unless he has got prior written consent of the Providing Party.

## Invalid provisions

If at any time a provision of this agreement is wholly or partially invalid or unenforceable under the applicable legislation and regulations, the other provisions or parts of the provisions of this agreement will continue to apply. The Parties will negotiate in good faith to replace the provision in question with a valid and enforceable provision that differs as little as possible from the original provision in light of the purpose and scope of this agreement.

## Amendments

This agreement may only be amended or altered by a written instrument signed by duly authorized representatives on behalf of the respective Parties hereto.

## Governing law and jurisdiction

1. This agreement and the agreements concluded in the performance of or in connection with this agreement, and any non-contractual obligations arising thereto, are governed by and will be interpreted in accordance with Dutch law.
2. All disputes related to this agreement, or the agreements concluded in the performance of or in connection with this agreement, will be submitted exclusively to the competent court of Den Haag.

In witness whereof, the Parties have entered into this agreement on 29-03-2023.

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**Reprex**

Name: Reprex B.V.

**By: Daniel Antal**

Title: Managing director (sole representative)

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**ShortName**

**By YourName**

Title: Managing director (sole representative)