

CONFIDENTIALITY UNDERTAKING

(the “Agreement”)

Effective Date: [April 27, 2025]

Parties

1. **SuperMarty B.V.** – Melis Stokelaan 23, 2533 CM Den Haag, The Netherlands, KvK 80123456, represented by Mr Amir Nayeri.
2. **Ultra Wide Turbo Company** – Dedemsvaartweg 726, 2544 AX Den Haag, The Netherlands, KvK 74982303, represented by Mr Brian Manuputty.
3. **Mahmoud Consultancy B.V.** – Holterberg 145, 2905 TA Capelle a/d IJssel, The Netherlands, KvK 96651709, represented by Mr Mahmoud Sarkout.

Each is a “**Party**”; when a Party discloses Confidential Information it is the “**Discloser**” and when it receives Confidential Information it is the “**Recipient**”. Ultra Wide Turbo Company and Mahmoud Consultancy B.V. are together also referred to as the “**Developer**”.

1 Project

The Parties are exploring – and may subsequently perform – software-development services for SuperMarty’s grocery-shopping application for mobile and desktop platforms (the “**Project**”).

2 Definitions

Term	Meaning
2.1 Confidential Information	Information (in any form) that is (i) clearly marked “Confidential” at disclosure, or (ii) identified in writing as confidential within 30 days of an oral or visual disclosure, including any copies or summaries.

2.2 Confidential Material	All media or objects containing Confidential Information, e.g. documents, source code, data files, diagrams, prototypes, storage devices.
2.3 Representatives	A Party's or its Affiliates' employees, directors, freelancers, advisers and subcontractors who (a) need to know Confidential Information for the Project and (b) are bound by written confidentiality obligations at least as protective as this Agreement.
2.4 Residual Knowledge	Information that a Party's personnel retain in unaided memory and do not deliberately memorise to circumvent this Agreement.

3 Confidentiality Obligations

3.1 **Non-Use.** A Recipient may use Confidential Information **solely** for:

- (a) evaluating the Project;
- (b) preparing proposals or quotations; and
- (c) performing the Project under a subsequently executed services agreement.

3.2 **Non-Disclosure.** Recipient shall not disclose Confidential Information except to its Representatives on a need-to-know basis. The Recipient shall ensure their compliance and remains liable for any breach by them.

3.3 **Care.** Recipient will protect Confidential Information with at least the same degree of care it applies to its own confidential information (never less than reasonable care).

3.4 **Residual Knowledge.** Nothing prevents either Party's personnel from using Residual Knowledge, provided they do not intentionally memorise Confidential Information to avoid this Agreement.

4 Exceptions

Obligations in Section 3 do **not** apply to information a Recipient can demonstrate:

- (a) is or becomes public other than through breach;

(b) was lawfully in its possession before disclosure (supported by contemporaneous records);

(c) is independently developed without reference to the Discloser's Confidential Information;

(d) is rightfully received from a third party without restriction; or

(e) must be disclosed by law or court order (Recipient shall give prompt notice and cooperate to seek confidential treatment). NDA Supermarty
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5 Return / Destruction

Within **30 days** after written request of the Discloser, Recipient shall return or securely destroy all Confidential Information **except** one encrypted archival copy retained solely for legal- or compliance-record purposes.

6 No Grant of Rights

All Confidential Information remains property of the Discloser. No licence or other right is granted except as expressly provided in this Agreement.

7 Warranties and Liability

7.1 **Disclaimer.** All Confidential Information is provided “as is” without warranty of completeness or accuracy.

7.2 **Limitation.** Neither Party shall be liable for any indirect, incidental or consequential damages arising under this Agreement.

7.3 **Cap.** For any proven direct damages resulting from a breach of this Agreement, each Party's aggregate liability shall not exceed the greater of (i) €25 000 or (ii) the total fees paid under the Project.

8 Breach Assistance

A Recipient will reasonably assist the Discloser to limit, remedy or recover from any unauthorised use or disclosure, including taking appropriate action against responsible personnel.

9 Term and Survival

9.1 This Agreement enters into force on the Effective Date and terminates automatically **five (5) years** thereafter unless earlier terminated in writing.

9.2 Confidentiality obligations survive for **three (3) years** after termination, or until the Confidential Information enters the public domain, whichever occurs first.

10 Miscellaneous

Clause	Content
10.1 Execution	Execution via DocuSign or comparable e-signature platform constitutes a “writing”. Email delivery of a fully signed PDF to the addresses above is sufficient notice of acceptance.
10.2 Amendments	Any amendment or waiver must be in writing and signed by authorised representatives of all Parties.
10.3 Severability	If any provision is invalid, it shall be replaced by a valid provision that most closely reflects the original intent; the rest of the Agreement remains in force.
10.4 Governing Law	Dutch law (Burgerlijk Wetboek) governs this Agreement, excluding conflict-of-law rules.
10.5 Dispute Resolution	Any dispute shall be submitted (a) to the competent court of the defendant’s domicile <i>or</i> , at the claimant’s option, (b) to arbitration under the Netherlands Arbitration Institute (NAI) Rules, seat The Hague, language English.

10.6 Entire Agreement

This document is the Parties' entire understanding regarding its subject matter and supersedes all prior NDAs concerning the Project.


Signatures

SuperMarty B.V.

Ultra Wide Turbo Company

Nayeri Director

Amir



Brian Manuputty Director

Mahmoud Consultancy B.V.

Mahmoud Sarkout Director
