## **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 2.pdf](file-service://file-TN1wvK7oetm87r7dNziH1H)

### **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 *or*, 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**

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| **SuperMarty B.V.** | **Ultra Wide Turbo Company** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *Amir Nayeri* Director | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *Brian Manuputty* Director |
| **Mahmoud Consultancy B.V.** |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *Mahmoud Sarkout* Director |  |