



Non-disclosure Agreement

Parties

1. **Bitvavo B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, having its corporate seat in Amsterdam (address: Herengracht 450, 1017 CA Amsterdam, the Netherlands), trade register number 68743424 ("**Company**"); and
2. **[Working student]**, born on **[DOB]** in **[@]**, **the Netherlands**, and residing at **[address]** ("**Working student**").

The parties under 1 and 2 collectively referred to as the "**Parties**" and each individually a "**Party**".

Recitals

- A. The Company conducts a business in the field of the operation of a cryptocurrency trading platform (the "**Business**").
- B. Working student will provide supporting services concerning the Company's customer support processes, KYC-processes and the onboarding of Company's customers (the "**Service**"). In that capacity, Working student will be granted access to certain Confidential Information (defined below) regarding the Company, including personal data of Company's (potential) customers.
- C. To prevent the unauthorized use or disclosure and to assure the confidentiality of such Confidential Information, the Parties wish to enter into this non-disclosure agreement (hereinafter the "**Agreement**").

Agreement

1. **Definitions**
 - 1.1 Capitalized words and expressions used in this Agreement shall have the meaning ascribed thereto in this Agreement.
 - 1.2 The following words and expressions shall have the following meaning:
 - (a) "**Confidential Information**" means all information (in any form, whether provided in writing or verbally and including any information disclosed prior to entering into this Agreement) relating to (the Business of) the Company:
 - (i) which by its nature should be kept confidential, regardless of whether or not it is designated as 'confidential' at the time of disclosure; or
 - (ii) of which Working student ought to know that unauthorized use or disclosure to third parties directly or indirectly results or may result in damage to the Company;without prejudice to the aforementioned of this clause 1.2 sub (a), information does not qualify as Confidential Information if the Working student can demonstrate by means of written documents that information was:
 - (iii) already available in the public domain without any (in)direct involvement of Working student; or
 - (iv) already lawfully in possession of the Working student before receipt through the Company; or
 - (v) obtained by the Working student after the date of this Agreement from a third party which is not bound by a duty of confidentiality in favour of the Company.
 - (b) "**Person**" means any natural person, (legal) entity, (corporate) body or (governmental) authority, including but not limited to: any corporation, partnership, association, foundation, limited liability company, limited liability partnership, unincorporated entity, government.
 - (c) "**Purpose**" means the reason for which Confidential Information is provided, which is (i) enabling the Working student to render the Service or (ii) any other reason explicitly agreed upon in writing by the Company and Working student.



2. Disclosure of Confidential Information

- 2.1. Working student shall strictly treat and keep Confidential Information confidential in accordance with the terms of this Agreement and shall not disclose or discuss any Confidential Information, in whole or in part, to or with any Person other than as provided herein.
- 2.2. Working student shall not utilize, employ, exploit or use (i) any Confidential Information and (ii) notes, summaries, analyses, studies, compilations or any other material containing information derived from Confidential Information (collectively, “**Notes**”) for any purpose (such as, but not limited to, any competitive or commercial purpose) other than for the Purpose (such as, but not limited to, the use of Confidential Information for obtaining any benefit at the expense of the Company).
- 2.3. Working student endeavors to ensure that the Confidential Information is protected with the highest degree of security, but at least will ensure the same degree of security, consideration and care as the Working student undertakes or should undertake in respect of the protection of its own information of confidential nature. The Company reserves the right to make the disclosure to Working student of certain Confidential Information which the Company deems particularly sensitive, conditional upon further undertakings of Working student.
- 2.4. Working student shall not copy or duplicate in any manner or in any media, in whole or in part, any (material containing) Confidential Information, except as necessary to accomplish the Purpose.

3. Data Protection

- 3.1. Working student shall comply with all applicable data protection laws and not by any act or omission put the Company in breach of such applicable data protection laws in connection with any Personal Data (as defined in such applicable data protection laws). In addition to its obligations in the previous sentence, Working student shall:
 - (a) ensure that appropriate technical and organisational measures are in place to protect any such Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage;
 - (b) provide full co-operation and assistance to the Company in allowing Data Subjects (as defined in the applicable data protection laws) to have access to that Personal Data and/or to ensure that the Personal Data is deleted or corrected if it is incorrect; and
 - (c) not transfer Personal Data outside the European Economic Area without ensuring that an adequate level of protection is in place in respect of it pursuant to the requirements of the applicable data protection laws.

4. Obligation to inform

- 4.1. Working student shall inform the Company immediately of any (suspected) breach of clause 2, such as:
 - (a) unauthorized disclosure or discussion of any Confidential Information by Working student or any other Person to whom Confidential Information is disclosed.
 - (b) unauthorized utilization, employment, exploitation or use of any Confidential Information or Notes by Working student or any other Person to whom Confidential Information is disclosed.
 - (c) unauthorized copying or duplication of any material containing Confidential Information by Working student or any other Person to whom Confidential Information is disclosed.
 - (d) breach of the security system used by Working student or any other Person to whom Confidential Information is disclosed to protect the Confidential Information.

5. Mandatory disclosure

- 5.1. In the event that Working student is required to disclose Confidential Information pursuant to any law or regulation, the rules of any listing authority or stock exchange, or any order of any judicial, administrative or regulatory authority, it shall:
 - (a) promptly inform the Company of the full circumstances surrounding such disclosure and the Confidential Information required to be disclosed;
 - (b) consult with the Company as to possible steps to prevent or limit disclosure and take such steps as the Company may reasonably require if legally permitted and reasonably practicable;



- (c) gain assurances as to confidentiality from such Person to whom the Confidential Information is to be disclosed; and
- (d) where the disclosure is by public announcement, agree the wording with the Company in advance.

5.2. If Working student is unable by reason of law to inform the Company before Confidential Information is disclosed under this clause 6, Working student shall, if legally permitted, inform the Company as soon as possible after the disclosure of the full circumstances surrounding the disclosure and the Confidential Information that has been disclosed. Notwithstanding the foregoing, the Working student shall be permitted to disclose, and shall not be required to give notice of the disclosure of, Confidential Information to a regulatory or governmental authority in the course of such authority's routine examinations or inspections which are not, to the Working student's reasonable belief, targeted at the Company or the Arrangement.

6. Duration

This Agreement and all obligations hereunder shall commence on the signing date of this Agreement and shall apply for an indefinite period of time whenever Confidential Information is provided.

7. No transfer of ownership or license

7.1. The exchange of information between the Parties, including but not limited to Confidential Information, is explicitly not intended or implied to achieve and does not grant a transfer or license of patent, copyright, trade secret, trademark, know-how or any other (intellectual) property rights.

7.2. Working student shall not apply for or obtain any (intellectual) property protection in respect of, relating to or derived from any of the information provided by the Company, including but not limited to Confidential Information.

8. Return or destroy on request

8.1. Upon a written request by the Company, promptly after such request (in any case, within 3 days), Working student shall:

- (a) destroy or return to the Company all original and copy documents and any other material containing (copies of) Confidential Information;
- (b) destroy all original and copy documents and any other material containing (copies of) Notes; and
- (c) use commercially reasonable efforts to permanently remove all (copies of) Confidential Information and Notes from any computer, disk or other device or media.

8.2. When the (copies of) Confidential Information and Notes are returned, destroyed and/or removed pursuant to this clause 9, Working student shall provide the Company with a signed declaration confirming Working student's compliance with its obligations pursuant to this clause 9.

8.3. Working student undertakes to ensure that any other Person to whom Confidential Information is disclosed shall comply with Working student's obligations contained in this clause 9.

9. No warranty

The Confidential Information may not be accurate or complete. No warranty is made or given as to the accuracy or the completeness of the Confidential Information. The Company will not be liable to Working student or to any other Person to whom Confidential Information is disclosed, if it is relied upon.

10. Indemnity

Working student agrees to indemnify and hold harmless the Company against any damage that may be suffered or incurred as a result of any breach of this Agreement by Working student or any other Person to whom Confidential Information is disclosed (by way of breaching the Follow-on Non-disclosure Agreement).



11. Miscellaneous

- 11.1. This Agreement does not constitute a formal offer nor an intention to make an offer. Unless and until Parties conclude a binding agreement relating to the rendering of the Service, no Party will be under any legal obligation of any kind whatsoever to execute the Service by virtue of this Agreement, except for matters specifically agreed to herein.
- 11.2. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any such invalid or unenforceable provision shall be replaced by a provision that is considered to be valid and enforceable and which interpretation shall be as close as possible to the intent of the invalid or unenforceable provision.
- 11.3. No failure or delay by the Company in exercising any right under this Agreement in the event of a breach of this Agreement by Working student or any other Person to whom Confidential Information is disclosed (by way of breaching the Follow-on Non-disclosure Agreement), will operate as a waiver of such right under this Agreement. Any waiver must be in writing, signed by the Company.
- 11.4. This Agreement supersedes all prior agreements, written or oral, between the Parties relating to its subject matter and may not be amended or modified except with mutual written consent of both Parties. It is understood that any terms set by Working student relating to (access to) Confidential Information contained in any data room, website or other media provided or arranged by the Company or on the Company's behalf in connection with the Arrangement, shall be superseded by the understandings and agreements contained herein.
- 11.5. This Agreement (and all obligations hereunder) may not in any way be assigned or transferred by either Party without the prior written consent of the other Party.

12. Governing law and jurisdiction

- 12.1. This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.
- 12.2. All disputes arising out of or in connection with this Agreement, including disputes concerning the existence and validity thereof, shall be exclusively submitted to the competent court in Amsterdam.

[signature page follows]

Bitvavo B.V.

[Working student]

Signature

Signature

Name representative



Title representative

Date

Date

Place

Place