



This Agreement is dated _____ and is made between: -

- (1) Tech Quick Solutions.
- (2) And known hence forth as „the agent’

WHEREAS it has been agreed that certain confidential information is being or has been disclosed or made available to **the agent** by **Tech Quick Solutions** (Collectively known as “the Parties”) for the purpose of providing information to all future business dealings between the Parties.

The agent is sometimes referred to herein as a “Receiving Party”.

Tech Quick Solutions is sometimes referred to herein as a “Protected Party”.

Now, therefore, in consideration of the mutual agreements contained herein, the Parties hereby agree as follows;

1. Definition of Confidential Information

1.1 The term “Confidential Information” shall mean all information, whether written or oral, that may be disclosed or made available by a Party to the other Party including, but not limited to:

- (a) Technical, financial, commercial or other information which relates to the business, financial affairs, methods of operation or proposed methods operation, accounts, transactions or products, proposed transactions or proposed products, security procedures, internal controls or computer or data processing programs, techniques or systems of a Party or its customers and vendors;
- (b) Information or data relating to a Party’s systems, operations, policies, procedures, techniques, business plans, accounts or personnel;
- (c) Information or data which is confidential or proprietary to a third party and which is in the possession, custody or control of a Party; and

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(d) All data, notes, summaries or other material derived from the information specified in (a), (b) and (c) above.

1.2 Notwithstanding the foregoing, “Confidential Information” shall not include any information that: (a)

Becomes generally available to the public other than as a result of a disclosure by the Receiving Party;

(b) Was available to the Receiving Party on a non-confidential basis prior to the disclosure;

(c) Becomes available to the Receiving Party on a non-confidential basis from a source other than the Protected Party or its agents, advisors, or representatives which source is entitled, to the best of the Receiving Party’s knowledge, to make the disclosure;

(d) Was independently developed by the Receiving Party without reference to the or use of the Protected Party’s Confidential Information.

2. Confidentiality

2.1 The Receiving Party agrees: (a) That using the same care that it takes to protect its own Confidential Information, it will keep in strict confidence all Confidential Information and not disclose or use for any purpose or allow the disclosure or use of any Confidential Information except in connection with the Purpose;

(b) Not to publish, disclose, or allow disclosure to others (except the Receiving Party’s affiliates or non-employee consultants), any of the Protected Party’s Confidential Information, in whole or in part;

(c) To restrict internal access to the Protected Party’s Confidential Information to those of the Receiving Party’s employees, its affiliate’s employees and non-employee consultants on a “need to know” basis;

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(d) That in the event it becomes aware of the disclosure of any of the Protected Party's Confidential Information then the Receiving Party will (i) promptly notify Protected Party of such unauthorized disclosure, (ii) take all necessary actions to recover such data, (iii) meet all reasonable costs incurred by the Protected Party in recovering or preventing use of such disclosed information;

(e) That, except as otherwise provided in any other agreement between the Parties, upon request by the Protected Party at any time, it shall promptly deliver all the Protected Party's Confidential Information in tangible or intangible form then in its possession or under its control, and expunge from its systems and records all Confidential Information in any other form.

(f) Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other Party by either Party shall remain the property of the disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorised in writing by the other Party. On reasonable demand by either Party, but in any event upon termination of this Agreement or the

business relationship between the Parties, each Party shall surrender to the other or when more appropriate destroy and provide acceptable proof of such destruction, all Confidential Information in the Recipient's possession or control (including Confidential Information contained in any memoranda, notes, records, drawings, manuals, reports, computer software, and other documents or materials (and all copies of the same)) that have been obtained from the other Party.

(g) The Protected Party reserves the right to collect, use, and/or process any personal information and/or personal documents of the Receiving Party.

The Protected Party also reserves the right to disclose Receiving party's personal information and/or personal document with

Protected Party's Clients, Suppliers, Vendors and/or Affiliates.

2.2 If the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, it is agreed that the Receiving Party shall provide the Protected Party with prompt notice of such request(s), so that the

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Protected Party may seek an appropriate protective order and/or waive the Receiving Party's compliance with the provisions of this Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, the Receiving Party is, in the opinion of the Receiving Party's counsel, compelled to disclose Confidential Information under pain of liability for contempt or other censure or penalty, the Receiving Party may disclose such information without liability hereunder.

3. Assignment

3.1 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that either party shall not assign this Agreement or any other duty, obligation, interest or right hereunder without the prior written consent of the other party.

4. Governing Law

4.1 This Agreement shall be governed by NETHERLANDS Law and the parties agree to the exclusive jurisdiction of the NETHERLANDS Courts.

5. General

5.1 The obligations imposed by paragraph 2.1 shall survive any expiration or termination of this Agreement.

5.2 The Section headings used herein are for information only and shall not affect the interpretation of any provision of this Agreement.

5.3 In the event any of the terms and conditions of this Agreement shall be held to be illegal or unenforceable, the validity of the remaining provisions shall not be affected.

5.4 The Agent shall not furnish the name of Tech Quick Solutions or any subsidiary or affiliate thereof as a reference or utilize the name of Tech Quick Solutions or any subsidiary or affiliate thereof in any advertising or promotional materials without the prior written consent of Tech Quick Solutions or the subsidiary or affiliate.

5.5 This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

5.6 Any provision of this Agreement may be amended or waived if, but only if; such amendment or waiver is in writing and is signed by the Parties.

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5.7 This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective upon receipt by the counterparts hereof signed by the Parties.

5.8 Except as otherwise specified herein, any notice or other communication to Either Party is to be addressed to it as set forth below or to such other address as may be specified by Either Party from time to time. Unless otherwise specified herein, notices shall be effective when received.

6 Competing Businesses

6.1 The agent undertake that they shall not here of solicit or endeavor to entice away, offer services to or contract for the services of any known Supplier, Client, Resource, Partner, Vendor or affiliate of Protected Party from the date of signing this NDA, during the period of business engagement between the Parties and for two (2) years after the business collaboration between the both parties is terminated.

6.2 The Agent shall not furnish the name of Tech Quick Solutions or its Supplier, Client, Resource, Partner, Vendor or affiliate thereof as a reference or utilize the name of Tech Quick Solutions, or it's Supplier, Client, Resource, Partner, Vendor or affiliate thereof in any advertising or promotional materials without the prior written consent of Tech Quick Solutions

7 Return of Confidential Information

7.1 Receiving Party shall immediately return and redeliver to Protected

Party all tangible material embodying any Confidential Information

provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom, and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data, word processing, or other types of files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of:

- (i) the completion or termination of the dealings between the parties contemplated hereunder;

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- (ii) the termination of the service contract
- (iii) the termination of this Agreement; or
- (iv) at such time as the Protected Party may so request

7.2 The Receiving Party shall confirm in writing such destruction or return to the Protected Party within fourteen (14) days after termination. (Any reason of termination mentioned in 7.1)

In witness whereof, the Parties have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first written above.

On behalf of _____

On behalf of **Tech Quick Solutions**

Name:

Name:

Title:

Title:

Address:

Address

Olympiaweg 4, Unit 1
3077AL, ROTTERDAM
The Netherlands

Date:

Date:

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