



DATE: XXX
REFERENCE: XXX
ISSUE: XXX
CLASSIFICATION: CONFIDENTIAL

NON-DISCLOSURE AGREEMENT

ROBIN RADAR SYSTEMS B.V.

And

[COMPANY NAME]



NON-DISCLOSURE AGREEMENT

BETWEEN:

Robin Radar Systems B.V., a private company with limited liability, established under Dutch law, with its registered office in The Hague, the Netherlands at the Laan van Waalhaven 355, 2497 GM, entered in the commercial register under number 27371517 (hereinafter referred to as “**Robin**”),

and,

[COMPANY NAME], a **[TYPE]** company with **[TYPE]** liability, established under **[COUNTRY]** law, with its registered office in **[FULL ADDRESS]** entered in the commercial register under number **[REGISTRATION NUMBER]** (hereinafter referred to as “**Company**”),

Both parties are collectively referred to as the **Parties** and individually also as a **Party**.

WHEREAS

- A. Parties wish to have various discussions in order to investigate a certain relationship.
- B. One Party is prepared to disclose information to the other Party under an obligation of secrecy and confidentiality;

The Parties have therefore defined the terms and conditions.

THE FOLLOWING HAS BEEN AGREED UPON

1. DISCLOSING PARTY AND RECIPIENT

The Party disclosing information shall be referred to herein as the “Disclosing Party” and the Party receiving information shall be referred to as the “Recipient”.

2. PURPOSE

The Disclosing Party may disclose Confidential Information to the Recipient for the sole purpose of:

- a. discussions concerning a potential business relationship **[IF PROJECT SPECIFIC: in the frame of...]** between ROBIN and the Company including mutual evaluation of each other's products and / or services;

and / or

- b. fulfilling the objectives of such business relationship;

collectively the “Purpose”. In connection with the Purpose, the Disclosing Party has found it beneficial, and may find it beneficial on an ongoing basis, to disclose to the Recipient Confidential Information.

	INITIALS	
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3. CONFIDENTIAL INFORMATION

“Confidential Information” as used in this Agreement means any information:

- a. disclosed or made available by the Disclosing Party to the Recipient either directly or indirectly, whether prepared by the Disclosing Party or by any other person, in whatever form, tangible, intangible or by inspection which is either designated as “Confidential”, “Proprietary” or similar designation or not, whether disclosed prior, on or after the date hereof;
- b. that a reasonable person could consider, from the nature of the information or from the circumstances of its disclosure is confidential or of proprietary nature to the Disclosing Party, (including without limitation information pertaining to the Disclosing Party’s business, trade secrets, patents, copyright, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services, research, experimental work, development, design details and specifications, technical and engineering information, financial information, pricing, procurement requirements, manufacturing, customer lists, business forecasts, sales, merchandising, and marketing plans and information);
- c. that is proprietary or confidential information of a third-party in the possession of the Disclosing Party which is disclosed to Recipient under this Agreement.

4. NON-DISCLOSURE AND NON-USE OBLIGATIONS

The Recipient agrees that, unless the Disclosing Party gives its prior written authorization, it shall during the term of this Agreement:

- a. not use the Confidential Information for any other purpose than the Purpose; and
- b. protect the disclosed Confidential Information against disclosure in the same manner and with the same degree of care, but not less than a reasonable degree of care, with which it protects Confidential Information of like nature of its own; and
- c. to restrict the disclosure of the Confidential Information to such employees and/or representatives of the Recipient or any third party to the extent as they have a need to know in connection with the Purpose and provided that i) such disclosure is made on substantially the same terms as contained herein or ii) such employees and/or representatives of the Recipient are obliged by their contracts of employment not to disclose the same.

Without the prior written consent of the Disclosing Party, the Recipient may not analyse, (de-) compile, modify, edit, format, improve, copy, derive from, reproduce, reverse engineer, transfer, distribute, publish, (sub-) lease, market and / or sell, in whole or in part, the Confidential Information. This Agreement and / or the Confidential Information may not be construed, by implication or otherwise, to convey and / or grant to the Recipient a right under any kind of the Disclosing Party’s intellectual property rights or any kind of licence - to make, have made, use and / or sell a product, system or services using the Confidential Information, both directly and indirectly, in whole or in part.

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5. GOVERNMENT SECURITY CLASSIFICATION

Any (part of the) Confidential Information, which is marked with a government security classification at the time of disclosure, shall be protected, kept secret and strictly confidential, used and / or handled by the Disclosing Party and the Recipient in exact accordance with the security procedures, laws and / or regulations prescribed by the appropriate government.

6. TERM

This Agreement will come into force as from the last date of full signature of this Agreement and will expire after a term of twelve (12) months. The secrecy obligations last until five (5) years after the expiration of this Agreement. Provisions and / or obligations which naturally are intended to continue to exist after the expiration of this Agreement, survive such expiration.

7. EXCEPTIONS

The Recipient agrees to keep secret and confidential, in accordance with the above, any and all of the Confidential Information, with the exception of Confidential Information which:

- a. at the time of disclosure is in the public domain;
- b. after disclosure becomes a part of the public domain by publication or otherwise, otherwise than by culpable negligence or breach of the Agreement by the Recipient;
- c. the Recipient can prove it was in its possession at the time of disclosure by the Disclosing Party;
- d. the Recipient lawfully obtains from a third-party;
- e. is disclosed by the Disclosing Party on an unrestricted basis;
- f. is developed by the Recipient independently of any Confidential Information received from the Disclosing Party.

If the Recipient becomes legally obligated to disclose Confidential Information by any law or order of a court of competent jurisdiction, recognised stock exchange, regulatory authority, governmental department or agency, the Recipient will, if permitted, give the Disclosing Party prompt written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy. Such notice shall include, without limitation, identification of the Confidential Information to be so disclosed and a copy of the order. The Recipient will disclose only such Confidential Information as is legally required and will use its reasonable best efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

8. AS-IS DISCLOSURE

The Confidential Information is provided 'as is' without any kind of warranties, express, implied and / or statutory, including but not limited to that the application and / or use of the Confidential Information does not infringe the intellectual property rights and / or other rights of a third-party. The Parties are liable towards each other only for damages, which are the direct result of a culpable shortcoming, namely a breach of contract, on the part of the breaching Party under this Agreement, and is suffered by the injured Party.

The Parties are not liable to each other in connection with this Agreement for any kind of other damages, losses, expenses, indirect, incidental, special and / or consequential damages and loss of business opportunity, whether such liability arises out of contract or as a result of the application and / or use of the Confidential Information.

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9. NO OBLIGATION

Confidential Information provided by the Disclosing Party to the Recipient does not, and is not, intended to represent a commitment by either Party to exchange information, enter into a binding agreement or to enter into any other business relationship. If the Parties hereto desire to pursue business opportunities, the Parties will execute a separate written agreement to govern such business relationship.

10. RETURN OF CONFIDENTIAL INFORMATION

All materials including, without limitation, documents, drawings, models, apparatus, sketches, designs and lists furnished to the Recipient by the Disclosing Party and which are proprietary to the Disclosing Party, including but not limited to the Confidential Information, are and shall remain the property of the Disclosing Party and shall be returned to the Disclosing Party or destroyed promptly at its written request with all copies made thereof. If the Disclosing Party has not made this request within one (1) month after termination and / or expiration of this Agreement, the Recipient will be free to destroy all such materials. The obligations under this clause do not apply to (i) electronic data that was copied or stored in the process of a standard computer back-up, recovery or similar archival or disaster recovery system or form, (ii) information and documentation which must be archived according to requirements under statutory law or professional ethics, and (iii) duplications retained for evidence purposes.

11. SIGNATURE

The signature of a Party via a scanned or digitized image of a handwritten signature (e.g. scan in PDF format) or an electronic signature (e.g. via DocuSign), shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability and admissibility. Each Party receives a fully executed copy of this Agreement. Delivery of the fully executed copy via e-mail or via an electronic signature system shall have the same force and effect as delivery of an original hard copy.

12. APPLICABLE LAW AND DISPUTES

12.1: This Agreement shall in all respects be construed and the legal relations between both Parties determined in accordance with the laws of The Netherlands excluding its conflict of law provisions.

12.2: All disputes arising from or in connection with the Agreement shall exclusively be brought before the competent court in The Hague, The Netherlands.

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IN WITNESS WHEREOF, the Parties have executed this Agreement in two-fold.

Signed for and on behalf of:

Robin Radar Systems B.V.

Signature:

[COMPANY NAME]

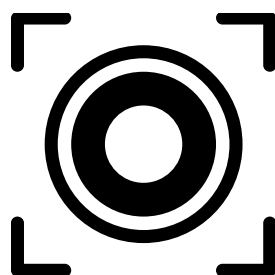
Signature:

Name:
Title:
Date: **XXX**

Name: **XXX**
Title: **XXX**
Date: **XXX**



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GET IN CONTACT



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