**NON-DISCLOSURE Commitment**

**Network Research Belgium s.a.**  (Hereafter "**NRB**”)

P.I. des Hauts-Sarts - 2ème avenue, 65, B-4040 Herstal

VAT Number : 0430.502.430

Hereafter the “**Disclosing Party**“

**………………………………………………………………**

**………………………………………………………………**

VAT Number : ……………………………...........

Hereafter the “**Receiving Party**”

**WHEREAS**

The Receiving Party will receive from the Disclosing Party section(s) of or full ISAE report(s) prepared by an auditor designated by NRB. All section(s) of or full ISAE report(s) shall be considered by the Receiving Party as being confidential. The objective of the communication of section(s) of or full ISAE report(s) is to provide report to the Receiving Party on the description, design and operation of controls related to the control objectives stated in the description (“the **Description**”). The control objectives are those that the management of NRB believes are likely to be relevant to user entities’ internal control over financial reporting. The ISAE report(s) will not be used for another purpose (hereafter the “**Purpose**”).

**NOW THEREFORE, THE RECEIVING PARTY AGREES AS FOLLOWS:**

# Object

The sole object of this non-disclosure commitment (hereafter the “**Commitment**”) is to specify the conditions applicable to the disclose of any section(s) of the ISAE report(s).

The present Commitment shall govern all communications and disclosures of Confidential Information by the Party issuing, disclosing or granting access to Confidential Information (the “**Disclosing Party**”) to the Party receiving them (the “**Receiving Party**”) as from the date of signature of this Commitment.

# Definition of Confidential Information

Receiving Party acknowledges that all materials and information, which is qualified as "Confidential Information" as defined below and which is disclosed by the Disclosing Party to the Receiving Party, in connection with the Purpose, are confidential.

“Confidential Information” includes but is not limited to any section(s) of the ISAE report(s), all information it (they) includes(e) and other materials, which, by their nature or the circumstances of their disclosure, should reasonably be regarded as confidential.

Furthermore, any information and/ or materials that are indicated (in written) by the Disclosing Party as confidential, will be presumed confidential.

# Use of the Confidential Information

In handling the Confidential Information and subject to clause 4 (Authorized Disclosure), the Receiving Party undertakes:

* + to use Confidential Information only where it is necessary for the execution of the Purpose and in its framework (any use or disclosure of the Confidential Information other than in the sole performance of the Purpose shall be considered wrongful) ;
  + not to make disclosure of any of such Confidential Information to anyone except Authorised Persons. not to copy or reverse engineer, or attempt to derive the composition of any underlying information structure or ideas of any Confidential Information;
  + not to reproduce it, in any form or on any medium whatsoever;
  + to maintain the Confidential Information in strict confidence and to secure and protect that Confidential Information;
  + to mark all information received hereunder as “secret” or “confidential”;
  + to immediately notify the Disclosing Party in the event that a third party obtains access to any Confidential Information and to co-operate fully with the Disclosing Party to remedy the leak.

Nothing in this Commitment shall confer or convey to the Receiving Party any ownership rights, whether licenses, trademarks, designs, copyrights or any other intellectual property rights in the Disclosing Party's Confidential Information that is disclosed.

# Authorised Disclosure

1. Disclosure of Confidential Information by the Receiving Party is authorized only to its legal representatives, employees, relevant legal, financial and other professional advisers that are acting in that capacity (hereinafter "**Authorized Persons**"), provided that they are subject to the same obligation of confidentiality as set forth in this Commitment and to the extent that they need to know in the context of the Purpose. The Receiving Party shall appropriately notify the person to whom it discloses the Confidential Information that the disclosure is made in confidence in accordance with this Commitment.

2. The Receiving Party shall ensure that all Authorized Persons referred to in the preceding paragraph maintain the confidentiality of the Confidential Information disclosed.

3. The Receiving Party undertakes to notify the Disclosing Party, as soon as possible, of any breach of the obligations imposed by this Commitment of which it becomes aware.

4. Insofar as this is required in the context of the settlement of a dispute, arbitration or judicial proceedings, or in accordance with a law, decree or regulation or required by a regulatory authority, the Receiving Party shall be authorised to disclose the Disclosing Party’s Confidential Information, provided that it informs the Disclosing Party of this, if this is possible and legally permitted, and offers the Disclosing Party the opportunity to express its reservations and/or limit such disclosure. The Receiving Party will disclose only the part of the Confidential Information required by the legal, judicial or regulatory authority.

# Exceptions

The obligations under this Commitment shall not apply to information for which the Receiving Party can demonstrate by written evidence that:

* + It is authorized by the Disclosing Party to disclose the information;
  + the information results from internal developments by the Receiving Party without the use of Disclosing Party’s Confidential Information;
  + the information was in the public domain prior to its disclosure or entered the public domain after its disclosure provided that it was not the result of a breach of this Commitment,

# Personal Data

If and to the extent that the Receiving Party receives, holds or processes personal data under this Commitment, it warrants to the Disclosing Party that it will process such data in accordance with the Disclosing Party's instructions, if any, and applicable data protection laws. The Receiving Party declares that it has put in place and maintain in force and up to date, throughout the duration of the Commitment, all appropriate security measures to ensure the security of the Personal Data with the aim of protecting them from any destruction, loss, alteration, disclosure and unauthorized access.

# Duration

This Commitment shall come into effect upon the signature by the Receiving Party (“**Effective Date**”) and for a duration of **3 years**.

Nevertheless, the obligations contained in this Commitment remain valid even after the end of the Commitment for the Confidential Information exchange before its termination and shall terminate thereafter when the Confidential Information ceases to be confidential.

# Return and destruction of Confidential Information

At the end of this Commitment or on the request of the Disclosing Party, the Receiving Party shall, where reasonably possible, return or destroy (at the option of the Disclosing Party) all Confidential Information supplied by the Disclosing Party in connection with this Commitment, within thirty (30) days of such request and, in the case of the destruction of Confidential Information, certify, within a reasonable timeframe, that such destruction has taken place. It is agreed that the obligations stated in this clause shall not apply to the extent which is required for keeping for legal, regulatory or insurance purposes (e.g., archival requirements).

# Miscellaneous

1. **Modification**

No modification of this Commitment shall be valid unless it is in writing and signed by an authorized representative of the Disclosing Party.

1. **Waiver**

A waiver of a right or remedy shall have effect only if expressed in writing by the Disclosing Party and only in the case and for the purpose for which it is given. No right or remedy under or in connection with this Commitment shall be excluded, removed or impaired by:

- any default or delay in its exercise;

- any single or partial exercise of such right;

- any prior, total or partial waiver;

- any failure to act of the Disclosing Party to avail itself of a failure of the Receiving Party.

1. **Warranty**

The Confidential Information is provided "as is". The Disclosing Party makes no warranty, express, implied or statutory, in particular of fitness for a particular purpose, with respect to the Confidential Information. The Disclosing Party disclaims any liability or warranty as to the accuracy or completeness of the disclosed Confidential Information.

1. **Severability**

If any provision of this Commitment is or becomes illegal, invalid, unenforceable, in any respect, the other provisions will remain strictly applicable and the Disclosing Party will in good faith propose to replace it with a valid and enforceable provision.

1. **Assignment**

The Receiving Party may not assign or transfer for valuable consideration or free of charge all or part of the Commitment, without the prior written consent of the Disclosing Party.

# Indemnification and Remedies

The Receiving Party undertakes to indemnify and hold the Disclosing Party harmless against any loss, claim, damage and expenditure that the Disclosing Party may suffer as a result of any breach of this Commitment by the Receiving Party or any of its Authorized Person.

Monetary damages would not be a sufficient remedy for any breach of the obligations set forth in this Commitment. Accordingly, in addition to any other remedies available to it at law, in equity, or under the Commitment, if any, the Receiving Party agrees the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, protective measures, or other relief as a remedy for such breaches of confidentiality or data security obligations.

# Governing law

The interpretation, validity and performance of this Commitment shall be governed in all respects by Belgian law. Any dispute in connection with the present Commitment shall be subject to the courts of Liège.

# Security

Given the confidential nature of the information transmitted, the Disclosing Party requests the Receiving Party to implement security measures to comply to the preceding clauses and to the following additional security requirements:

1. The Receiving Party warrants the location, transit, transfer, storage and processing of Confidential Information will only take place within the territory of the European Union.
2. The Receiving Party has policies and procedures in place to warrant that access to the Confidential Information is granted to the "Authorized Persons" only. The Disclosing Party may obtain these policies on request.

If the Receiving Party is required to transmit the Confidential Information outside the EU, it shall request the prior approval of the Disclosing Party and provide the reasons of such required transmission outside the EU.

Established in two copies. Signed copy sent by reliable means (e. g. electronic scanning) will be considered as an original of that document.

In witness whereof, the Receiving Party has caused this Commitment to be executed by their duly authorized representatives.

**For ……………………………….. :**

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| ………………………………………..  [Name]……………………………..  [Title]……………………………….. |  |
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| ……………………………………….  [Name]……………………………..  [Title]………………………………. |  |
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**Legal Contacts**

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