#  MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement as of the \_\_ day of \_\_\_\_, 2021, by and between RQH Advisory**,** a subcontractor of BPOsolutions.info, a Dutch company having a place of business at Rubensstraat 68-A3, 1077 MZ, Amsterdam, the Netherlands, responsible for the execution of this agreement and process

and xxx, a XXX corporation, having its headquarters located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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WHEREAS the parties of this Agreement desire to disclose certain information to explore the possibility of establishing a future business relationship and

WHEREAS according to the above, the parties may desire to disclose to each other certain of their proprietary information of the above, which information the parties regard as Confidential Information:

NOW, THEREFORE, the parties hereto agree as follows:

1. For this Agreement, Confidential Information shall mean any information and data of a confidential nature, including but not limited to proprietary, developmental, technical, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record bearing media containing or disclosing such information and practices which is disclosed under this Agreement.

2. The parties agree that disclosure and receipt of Confidential Information with one another is for the purpose set forth above and for no other purpose.

3. This Agreement shall be governed by and construed by Dutch law.

4. All Confidential Information exchanged between the parties according to this Agreement:

(A) Shall not be copied or distributed, disclosed, or disseminated in any way or form by the receiving party to anyone except its employees or consultants bound by the terms and conditions of this Agreement, who have a reasonable need to know said Confidential Information, or as required by judicial order;

(B) Shall be treated by the receiving party with the same degree of care to avoid disclosure to any third party as is used for the receiving party’s information of like importance, which is to be kept confidential;

(C) Shall not be used by the receiving party for its purposes or any other purpose except the purpose set forth above, except as otherwise expressly stated herein, without the express written permission of the disclosing party.

5. The obligations of paragraph 3 shall not apply, however, to any information which:

(A) Is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving party;

(B) Was lawfully in the receiving party’s possession before receipt from the disclosing party;

(C) Is received independently from a third party free to disclose such information to the receiving party lawfully; or

(D) Is subsequently independently developed by the receiving party.

6. Confidential Information shall not be deemed in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components, or combinations thereof are now or become known to the public.

7. All Confidential Information shall remain the property of and be returned to the disclosing party (along with all copies thereof) within thirty (30) days of receipt by the receiving party of a written request from the disclosing party setting forth the Confidential Information to be returned.

8. Unless otherwise mutually agreed in writing, the receiving party’s obligations hereunder concerning each item of Confidential Information shall terminate three (3) years from the date of the receipt thereof by the receiving party.

9. Either party shall have the right to refuse to accept any information under this Agreement, and nothing herein shall obligate either party to disclose to the other party any detailed information.

10. The parties hereto agree that no warranties of any kind are given concerning Confidential Information disclosed under this Agreement as well as any use thereof, except as otherwise expressly provided for herein.

11. Neither party shall have any obligations to enter into any agreement with the other. It is understood that no patent, copyright, trademark, or another proprietary right to license is granted by this Agreement. The disclosure of Confidential Information and Materials which may accompany the disclosure shall not result in any obligation to grant the receiving party rights therein.

12. This Agreement shall be effective as of the date of the last signature as written below. This Agreement shall automatically terminate three (3) years from its effective date; unless sooner terminated by either party with thirty (30) days written notice. The rights and obligations accruing before termination, as set forth herein, shall, however, survive the termination as specified in this Agreement.

13. Each party warrants and represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates specified below.



Representing BPOsolutions.info

RQH Advisory

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By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**You can use an official EU e-sign provider like Adobe, HelloSign, Pandadoc, and Docusign if you are authorized to sign on behalf of your company, exploring options and conducting due diligence.**

**Would you please send this back to HQ@bposolutions.info**