



Vopak Non-Disclosure Agreement

Names of the parties

"Vopak" as referred to hereafter means the applicable Vopak entity as listed [here](#) which has issued the sourcing event."

"Partner" as referred to hereafter means the organisation using the Vopak Supplier Portal in relation to the applicable sourcing event. Such an organisation is represented by each of its representatives, individually, using the Vopak Supplier Portal on the organisation's behalf."

"Project" Invitation to tender

Vopak has contacted or has been contacted by Partner in relation to the Project identified above. To this end the parties may disclose to each other certain information proprietary to them and their affiliates and may also agree to give each other and their officers, employees, consultants and/or agents access to production facilities, development facilities, (sales) offices and/or information systems, where they will necessarily gain access to further proprietary information.

Each party understands and acknowledges that the disclosure of such proprietary information to third parties or the use of the proprietary information of the other party for any purpose other than the Project may lead to serious damages for the other party.

THE PARTIES HEREBY AGREE:

1. The term "Information" when used in this Agreement shall include:
 - a. information contained in any document delivered, sent or shown by one party ("Discloser") to the other ("Recipient").
 - b. information which either is disclosed orally by Discloser to Recipient or which Recipient gets access to by observation of Discloser's terminal(s), equipment, production process(es) or administrative process(es).
 - c. information disclosed by one party to the other concerning pricing information, customer master data, calculation methods, volumes, product specifications, drawings, terminal technical information, raw materials, handling methods etc.
 - d. and generally any information disclosed by one party to the other, or to which one party gains access during visits to the facilities of the other party and which is indicated by the disclosing party to be confidential or which the other party must reasonably assume is confidential.



2. Neither party shall use the Information obtained from the other party or any part thereof for any other purpose than the Project, nor disclose the Information obtained from the other party or any part thereof to any person other than such of its officers, employees, consultants and/or agents who have a need to know for the purposes of the Project.
3. Each party will take reasonable precautions to cause its officers, employees, consultants and/or agents not to disclose or use the Information obtained from the other party or any part thereof other than for the Project.
4. This Agreement shall not apply to information that is publicly available when the party to which it was disclosed by the other party ("Recipient") desires to use or disclose the Information or part thereof. Provided the information has not become public because of breach of an obligation of confidentiality by Recipient or any person to which Recipient has disclosed the Information or part thereof hereunder.
Neither shall it apply to information of which Recipient can demonstrate it was properly disclosed to it by a third party who did not thereby breach any duty of confidentiality against the other party, or to Information which, prior to disclosure, was already in the possession of Recipient, as evidenced by written records kept by Recipient in the ordinary course of business or by proof of actual prior use by Recipient.

A combination of public or known information or the use or application of public or known information shall not be deemed to be public or known until and to the extent that the combination, use or application becomes public and known in itself.

The fact that a general principle is public or known does not make detailed information covered by the principle public or known.
5. The operations of the Vopak group are managed in several different legal entities. It is therefore expressly agreed that confidential information received by Vopak may be disclosed to employees of Vopak and affiliates of Vopak, insofar as this is necessary for the purposes of the Project.

This Agreement shall remain in force until five (5) years have passed from the signing of this Agreement, irrespective of the fact that Parties will come to an agreement on the execution of the Project