



Kanzen Design provides Document design, company Branding and Research services

Our work is regulated by a rigorous **Work Ethics Rulebook** and under strict confidentiality rules detailed in the following NDA

This ensures that all the confidential information provided by our clients will remain so

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

KANZEN Design

info@kanzen.design

This confidentiality and non-disclosure agreement apply to the relationship between

- Ignacio Jaureguizar, with address in Madrid, Principe de Vergara 87 7º and Tax Identification Number 46866836N ("KANZEN DESIGN"), and
- The designers and researchers (the "Designer"), and
- The decision maker, employees and collaborators seeking KANZEN DESIGN services (The "CLIENT")

for the purpose of providing Visual Design, Branding or Research services (the "Service/s")

Whereas, the Designer wish to provide services to the CLIENT; and

Whereas, such services may require the CLIENT to disclose confidential information to the Designer; and

Whereas, KANZEN DESIGN and the CLIENT wish to provide a mechanism for the protection of the confidentiality of such information;

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual promises and agreements hereinafter set forth the parties, intending to be legally bound, hereby agree as follows:

1 The Confidential Information

"Confidential Information" shall, for the purpose of this agreement include, without limitation, any technical, commercial, scientific information, know-how, trade secrets, processes, machinery, designs, drawings, technical specifications, and data in whatever form, disclosed to or assessed by one Party during the course of its relationship with the other Party.

2 Disclosure of confidential information

2.1 Each Party shall only disclose the Confidential Information to the other Party to the extent deemed necessary or desirable by the first Party in its discretion.

2.2 Parties acknowledge that the Confidential Information is a valuable, special and unique asset proprietary to the one it belongs to.

2.3 Both Parties agree that they will not, during or after the course of their relationship and/or the term of this agreement as described in clause 2, disclose Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the Party to which it belongs, save in accordance with the provisions of this Confidentiality and Non-Disclosure Agreement. For avoidance of doubt, in this Confidentiality and Non-Disclosure Agreement "third party" means any party other than the CLIENT and DESIGNER and their respective holding and subsidiary companies or agents who shall be deemed to be bound by the provisions of this Confidentiality and Non-Disclosure Agreement).

2.4 Notwithstanding anything to the contrary contained in this Confidentiality and Non-Disclosure Agreement the Parties agree that the Confidential Information may be disclosed by Designer to its professional advisors and employees, directors or managers on a need-to-know basis; provided that Designer takes whatever steps are necessary to procure that such professional advisors and employees, directors or managers agree to abide by the terms of this Confidentiality and Non-Disclosure Agreement to prevent the unauthorised disclosure of the Confidential Information to third parties. For purposes of this clause, Designer's professional advisers and employees, directors or managers shall be deemed to be acting, in the event of a breach, as Designer's duly authorised agents.

2.5 Parties agree:

- 2.5.1 not to utilise, exploit or in any other manner whatsoever use the Confidential Information disclosed pursuant to the provisions of this Confidentiality and Non-Disclosure Agreement for any purpose whatsoever without the prior written consent of the other Party; and
- 2.5.2 that the unauthorised disclosure of the Confidential Information to a third party may cause irreparable loss, harm and damage. Accordingly, each Party indemnifies and holds the other one harmless against any loss, claim, harm or damage, of whatever nature, suffered or sustained by any of the Parties pursuant to a breach by the other party of the provisions of this Confidentiality and Non-Disclosure Agreement

3 Title

- 3.1 All Confidential Information disclosed by any Party to the other one is acknowledged by the first one:
 - 3.1.1 to be proprietary to the other Party and
 - 3.1.2 not to confer any rights to the first Party of whatever nature in the Confidential Information.

4 Restrictions on disclosure and use of the confidential information

- 4.1 Both Parties undertake not to use the Confidential Information for any purpose other than:
 - 4.1.1 that for which it is disclosed; and
 - 4.1.2 in accordance with the provisions of this Confidentiality and Non-Disclosure Agreement

5 Standard of care

Both parties agree that it shall protect the Confidential Information disclosed pursuant to the provisions of this Confidentiality and Non-Disclosure Agreement using the same standard of care that it applies to safeguard its own proprietary, secret or Confidential Information and that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.

6 Return of material containing or pertaining to the confidential information

- 6.1 Any Party may, at any time, request the other Party to return any material containing, pertaining to or relating to Confidential Information disclosed pursuant to the terms of this Confidentiality and Non-Disclosure Agreement and may, in addition, request the Party to furnish a written statement to the effect that, upon such return, the Party has not retained in its possession, or under its control, either directly or indirectly, any such material.
- 6.2 As an alternative to the return of the material contemplated in 6.1 above, the Party shall, at the instance of the other Party, destroy such material and furnish the requiring party with a written statement to the effect that all such material has been destroyed.
- 6.3 The Parties shall comply with a request in terms of this clause, within 7 (seven) days of receipt of such a request.

7 Excluded confidential information

- 7.1 The obligations of the Parties pursuant to the provisions of this Confidentiality and Non-Disclosure Agreement shall not apply to any Confidential Information that:
 - 7.1.1 is known to, or in the possession of the Party prior to disclosure thereof by the other Party;

- 7.1.2 is or becomes publicly known, otherwise than as a result of a breach of this Confidentiality and Non-Disclosure Agreement by the Party;
- 7.1.3 is developed independently of the Party by the other Party in circumstances that do not amount to a breach of the provisions of this Confidentiality and Non-Disclosure Agreement;
- 7.1.4 is disclosed by the Party to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances, the Party shall advise the other one to take whatever steps it deems necessary to protect its interests in this regard and provided further that the Party will disclose only that portion of the information which it is legally required to disclose and the Party will use its reasonable endeavours to protect the confidentiality of such information to the greatest extent possible in the circumstances;
- 7.1.5 is disclosed to a third party pursuant to the prior written authorisation of the Party;
- 7.1.6 is received from a third party in circumstances that do not result in a breach of the provisions of this Confidentiality and Non-Disclosure Agreement.

8 **Term**

This Confidentiality and Non-Disclosure Agreement shall commence upon the date of signature of the last signing Party hereto (the "**Effective Date**") and shall endure for a period of 12 (twelve) months (the "**Term**") thereafter, or for a period of one year from the date of the last disclosure of Confidential Information to Designer whichever is the longer period, whether or not the Parties continue to have any relationship for that period of time. In the event that the Parties extend the term by mutual and written agreement, then the provisions hereof shall endure for a further minimum period of 12 (twelve) months *mutatis mutandis*.

9 **Additional Action**

Each Party to this Confidentiality and Non-Disclosure Agreement shall execute and deliver such other documents and do such other acts and things as may be necessary or desirable to give effect to the terms and provisions of this Confidentiality and Non-Disclosure Agreement

10 **Breach**

In the event that the Party should breach the provisions of this Confidentiality and Non-Disclosure Agreement and fail to remedy such breach within 7 (seven) days from date of a written notice to do so, then the other Party shall be entitled to invoke all remedies available to it in law including the institution of urgent interim proceedings and/or an action for damages.

11 **Amendments**

No amendment, interpretation or waiver of any of the provisions of this Confidentiality and Non-Disclosure Agreement shall be effective unless reduced in writing and signed by both Parties.

12 **Enforcement**

The failure by the Party to enforce or to require the performance at any time of any of the provisions of this Confidentiality and Non-Disclosure Agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this Confidentiality and Non-Disclosure Agreement or any part hereof or the right of the Party to enforce the provisions of this Confidentiality and Non-Disclosure Agreement.

13 Headings

The headings of the clauses of this Confidentiality and Non-Disclosure Agreement are used for convenience only and shall not affect the meaning or construction of the contents of this Confidentiality and Non-Disclosure Agreement.

14 Representations & Warranties

Each Party represents that it has authority to enter into this Confidentiality and Non-Disclosure Agreement and to do all things necessary to procure the fulfilment of its obligations in terms of this Confidentiality and Non-Disclosure Agreement.

15 Entire agreement

This Confidentiality and Non-Disclosure Agreement contains the entire agreement of the Parties with respect to the subject matter of this Confidentiality and Non-Disclosure Agreement and supersedes all prior agreements between the Parties, whether written or oral, with respect to the subject matter of this Confidentiality and Non-Disclosure Agreement.

16 Governing law

The Terms and Conditions shall be governed and interpreted in accordance with Spanish law. Any dispute arisen between KANZEN DESIGN and the Designer shall be settled by the Courts and Tribunals of the city of Madrid (Spain) and the parties expressly waive any other jurisdictions to which they may be entitled.

17 Severability

In the event of any one or more of the provisions of this Confidentiality and Non-Disclosure Agreement being held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Confidentiality and Non-Disclosure Agreement., and this Confidentiality and Non-Disclosure Agreement shall be construed as if such invalid, illegal or unenforceable provision was not a part of this Confidentiality and Non-Disclosure Agreement., and the Confidentiality and Non-Disclosure Agreement shall be carried out as nearly as possible in accordance with its original terms and intent.

Client

Ignacio Jaureguizar