

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

BETWEEN

BOOKING.COM B.V.

and

[NAME]

DATED

[16 APRIL], 2020

THE UNDERSIGNED:

1. **BOOKING.COM B.V.**, a private limited liability company, organised and existing under the laws of the Netherlands, with its corporate seat in Amsterdam, the Netherlands, and business address at Herengracht 597, 1017 CE Amsterdam ("**Booking.com**");
2. **[NAME]** **[COUNTRY]**,
[PLACE].....**[ADDRESS]** ("**Receiving Party** ").

WHEREAS:

- (a) Receiving Party shall perform certain services for Booking.com in connection with [JONGE HONDEN PITCH] (collectively: the "**Services**");
- (b) pursuant to the Services, Receiving Party will have access to (some of) Booking.com's systems and become (or have become) acquainted with various information and documentation ((to be) submitted on, after or prior to the engagement), including certain confidential information and documentation regarding Booking.com, its affiliated companies and their businesses;
- (c) in consideration of the foregoing premises, the parties have agreed to enter into and execute this Agreement providing for non-disclosure and confidentiality undertaking of Receiving Party under the following terms and conditions.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and interpretation

"**Confidential Information**" means any and all information and documentation rendered and/or ((to be) submitted on, after or prior to the date hereof, by Booking.com to Receiving Party regarding Booking.com (including its products, services and affiliated companies) and any documents produced by Receiving Party which contain or reflect any information specified in this paragraph. Confidential Information also includes, but is not limited to, all other written and/or oral information (to be) submitted by Booking.com prior to or during the Services and which may consist of confidential or proprietary data or information relating to Booking.com's strategy, operations, processes, products, business and services, such as (a) (business / marketing / operational) strategy and plans, market opportunities and business affairs, prospects and outlook and financial information, (b) business, financial, technical and operational information and specifications (including usage statistics, ranking data, information in respect of rate, product and availability parity, pricing policies, transaction volume, conversion data and volume of click-throughs and other related statistics), (c) know-how, copyrights, inventions, trade secrets, design rights, samples, any software or information regarding software provided or used by Booking.com in connection with this Agreement, (d) personal (customer) data, (e) agreements and contracts (including any translation thereof), the terms of this Agreement, and (f) all other relevant and/or material information, data and know-how, technical (including access to Booking.com's systems) or otherwise, included therein and such other non-public information that either a disclosing party designates as being private or confidential or of which a receiving party should reasonably know that it should be treated as private and confidential.

"**Permitted Persons**" means - where applicable - any director, officer, employee, affiliate, associate, representative, (sub-) contractors or agent of the Receiving Party.

1.2 This Agreement shall apply to Confidential Information regardless of its form or medium, whether conveyed orally, visually, electronically (including by means of access to Booking.com's systems) or in writing, and whether or not it is designated as "trade secret" or "confidential".

2. Confidentiality and Non-Disclosure

2.1.1 Receiving Party specifically agrees and covenants that

- (i) it will safeguard and keep the Confidential Information strictly confidential, and it will not at any time prior to or after the engagement, in any fashion, form or manner, either directly or indirectly, divulge, transmit, allow access to, publish, disclose, distribute, communicate, or otherwise disseminate to any (third) party, person, firm or legal entity in any manner whatsoever, any information of any kind, nature or description concerning any matters affecting or relating to the business of Booking.com and/or its affiliated companies, including without limiting the generality of the foregoing, the Confidential Information;
- (ii) it will not use any Confidential Information except as may be required to perform the Services;
- (iii) it will not copy, reproduce or store in an unprotected retrieval system or data base the Confidential Information, except as may be required to perform the Services;
- (iv) it will not (try to) access any systems and/or data outside the scope of Services,

UNLESS (a) such information is in the public domain (otherwise than through the wrongful disclosure of any party), or (b) the Receiving Party is requested by Booking.com to disclose this particular information and Booking.com has given its consent in writing to a specific disclosure, its content, form and timing, or (c) the Receiving Party is required by law (or any regulation having the force of law) or subpoena or legal process to disclose.

2.2 Receiving Party agrees to immediately inform Booking.com of any (threatening) breach of the provisions of this Agreement and/or unauthorized use and/or (mandatory) disclosure of the Confidential Information by or through itself and/or any of its affiliated companies, its subsidiaries and/or the Permitted Persons (as defined hereafter), whether pursuant to, or required by, applicable law, regulation or legal process, or otherwise.

2.3 Receiving Party agrees to immediately inform Booking.com of any keys, tokens or the like access means being lost or compromised.

2.4 Receiving Party acknowledges that remedies at law may be inadequate to protect Booking.com against any breach of this Agreement and without prejudice to any other rights and remedies otherwise available to Booking.com, Receiving Party agrees to the granting of injunctive relief without proof of actual damages.

2.5 Receiving Party acknowledges that it will not refer to Booking.com and/or describe Booking.com's business in any marketing materials, including but not limited to press releases or similar publications and marketing campaigns or commercials, and/or on Receiving Party's website or otherwise publicly refer to the Agreement and/or to the business relationship between Receiving Party and Booking.com.

3. Permitted Persons

3.1 Receiving Party hereby agrees and acknowledges that it will use, and it will direct the Permitted Persons to use, the Confidential Information solely for the purpose of the Services and that such information will be treated in conformity with the relevant provisions of this Agreement by Receiving Party and the Permitted Persons; PROVIDED, HOWEVER, that Confidential Information may only be disclosed to the Permitted Persons who:

- (a) need to know such information for the purpose of rendering the Services;

(b) are informed of the confidential nature of the Information and instructed to treat such Information confidentially in the manner as provided for in this agreement, and

3.2 Receiving Party shall monitor, enforce and be responsible for, compliance with this provision by the Permitted Persons and Receiving Party will be liable and responsible for any breach of this Agreement by itself and/or any of the Permitted Persons.

4. Term and termination

4.1 This Agreement shall commence on the date hereof and shall remain in force for 5 years unless terminated by either Party in accordance with Clause 4.2 below.

4.2 Either Party may terminate this Agreement at any time for any reason by giving to the other Party no less than 14 days written notice.

4.3 Notwithstanding the provisions of Clauses 4.1 and 4.2, the obligations in Clause 2, 3.2., 5 and 6 shall remain in force and binding for a further period of ten (10) years following the date of termination or expiration of this Agreement (except that with respect to any trade secrets the obligations shall be perpetual).

5. Miscellaneous

5.1 In the event that any provision of this Agreement is for any reason held to be unenforceable, such unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such unenforceable provisions had never been contained herein.

5.2 This Agreement is not to be regarded as the granting of any (sub-) licence, exploitation right or any other similar right by Booking.com to Receiving Party, its affiliated companies and/or parent companies.

5.3 The provisions of this Agreement shall remain in full force and effect and shall survive (full or partial) termination of this Agreement or the cooperation between Booking.com and Receiving Party. Upon first request of Booking.com, Receiving Party will promptly return to Booking.com any and all Confidential Information (including any 'hard' and 'soft' copies or reproductions, as well as all tangible materials), and will confirm in writing to Booking.com that all such information has been returned. With respect to any access keys or access tokens used by Receiving Party, Receiving Party will confirm in writing to Booking.com that these keys and tokens shall no longer be used. Insofar the Confidential Information can not be returned or is stored in a retrieval system or data base, Receiving Party shall immediately destroy and/or delete all Confidential Information (as well as any ('hard'/'soft') copies or reproductions), and provide reasonable proof of its destruction. All Confidential Information used by, or furnished, disclosed to Receiving Party shall remain property of Booking.com.

5.4 Nothing in this Agreement shall constitute any obligation for a Party to enter into any further agreement(s) or negotiations with the other Party or obtain or deliver any goods or services from (/to) the other Party, and each Party reserves the right, in its sole discretion, to terminate the discussions under, set out in and/or contemplated by this Agreement at any time and at its sole discretion.

5.5 If the Receiving Party breaches any of the covenants, provisions or obligations as set out in this Agreement, the Receiving Party understands and agrees that its breach or threatened breach of this Agreement will cause irreparable injury to Booking.com and that money damages will not provide an adequate remedy for such breach or threatened breach, and both Parties hereby agree that, in the event of such a breach or threatened breach, Booking.com will also be entitled to equitable relief, including injunctive relief and specific performance.

6. Governing law/ jurisdiction

This Agreement is governed by, and shall be construed in accordance with, Dutch law and any dispute arising out of or in connection with this Agreement or further agreements resulting from

this Agreement shall be exclusively resolved by and shall be submitted to the competent courts of Amsterdam, the Netherlands.

THUS AGREED and signed in twofold on [DATE], 2020.

Booking.com B.V.

by:

its:

[NAME]

by:

its: