# Confidentiality and Non-Disclosure Agreement

**This Agreement** dated 28 June 2021 is made between:

**WDXPERIENCE, Limitada**, with the following address Edificio NERE, Parque Industrial e Tecnológico de Évora, Rua Circular Norte, Évora, 7005-841 Évora, company NIF 516.115.677, hereinafter **"the Disclosing Party"**;

and,

**Name of Person Testing,** , hereinafter **"the Receiving Party"** ;

Hereinafter also referred to as "**Party**" or collectively as "**Parties**".

## BACKGROUND:

The Parties hereto wish to enter into **Discussions** relating to a wine app and website (hereinafter referred to as the "**Project**") **and/or the receiving party will be running some tests for the Disclosing Party**.

In the course of the **Discussions and tests**, the Parties may wish to disclose to and receive from each other information, and the Parties agree to be bound by the following terms and conditions governing such disclosure and receipt.

## OPERATIVE PROVISIONS:

1. **Definition of Confidential Information**
   - **a.** The Parties hereby agree that "**Confidential Information**" shall mean all information whether written or oral, disclosed or made available directly or indirectly to the other Party within the framework of the **Project**, in any format or media whatsoever, including, without limitation, documents, personal data, archives, manuals, reports, specifications, designs,

drawings, layouts, plans, flowcharts, software, computer programs, data bases and any other information concerning the **Project**, business, marketing, financial, banking and/or administrative information, customers, prospects, personal or human resources or suppliers information, existing and future products and/or services information, sales and pricing information, inventions, patents, copyrights and any other intellectual property rights, trade secrets, banking secrecy, know-how, methodologies and any other proprietary information relating to the other Party, whether designated to be confidential or not.

**b.** This confidentiality and non-disclosure agreement (hereinafter referred to as the "Agreement") aims at prospecting the Confidential Information likely to be disclosed or made available within the framework of the Project.

**c.** The **Receiving Party** acknowledges the very sensitive nature of Confidential Information it may have access to within the framework of the Project.

## 2. Nondisclosure of Confidential Information

All Confidential Information and any derivative thereof is and shall remain the property of the **Disclosing Party**.

The Parties each agree not to use any Confidential Information of the other Party for any purpose other than to carry out discussions concerning, and the undertaking of, the **Project**.

The Party to whom *Information* is disclosed ("the **Receiving Party**") will hold *Information* disclosed by the other Party ("the **Disclosing Party**") in strict confidence, will use the same only for the purpose of the *Discussions* and the **Receiving Party** will:

**a.** Use all reasonable endeavours to keep an have its directors, officers, employees, and agents keep any and all such *Information* and *data* confidential;

**b.** Upon demand, return to the **Disclosing Party** or destroy all such *Information* and *data* as the **Disclosing Party** shall request;

**c.** Not, without prior written consent of the **Disclosing Party**, disclose or permit the disclosure of the *Information* to any person other than:

**i.** to such of its or its Affiliates' respective directors, officers or employees who need to know the *Information*, provided that the **Receiving Party** agrees that such Affiliates, directors, officers or employees in question will be made aware of the obligations of confidentiality, non-use and non-disclosure contained herein;

**ii.** as and to the extend required by any applicable law, court order or by the regulations if a recognised entity;

**iii.** as and to the extend required by any Government Department or their advisers;

**iv.** to professional advisers and third Party consultants engaged by any Party provided that they are bound by an undertaking of strict confidentiality embodying restriction of use provisions no less onerous than those set out in this Agreement;

**v.** the Parties will each remain responsible for any breach of this Agreement by any individual to whom disclosure is permitted pursuant to this clause **2.**

**d.** Neither Party will make copies of any Confidential Information of the other Party except solely, and to the extent necessary for the **Project**. Each Party agrees that it shall take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, Confidential Information of the other Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement.

**e.** Such measures shall include, but not be limited to, the highest degree of care that the **Receiving Party** utilises to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Each Party agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorised disclosure of Confidential Information of the **Disclosing Party** which may come to the **Receiving Party's** attention.

3. **Exceptions**

The foregoing restrictions on disclosures shall not apply to information which:

- **a.** Is at the time of this disclosure hereunder in, or subsequently comes into, the public domain other than as a result of any breach of this Agreement by the **Receiving Party** or any of its Affiliates;
- **b.** Was known to the **Receiving Party** or any of its Affiliates at the time of its disclosure hereunder (such knowledge being evidenced by normal written records); or
- **c.** Is at any time (whether before or after disclosure hereunder) disclosed to the **Receiving Party** or any of its Affiliates by any third party, which is not covered by a similar confidentiality provision.
- **d.** is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental or regulatory body; provided that the **Receiving Part**y shall, to the extent permitted by law, provide the **Disclosing Party** with prompt notice of such court order or requirement to enable the **Disclosing Party** to seek a protective order or otherwise prevent or restrict such disclosure.

4. **Return of Confidential Information**

Within ten (10) days of the receipt of a request by the **Disclosing Party**, the **Receiving Party** agrees to return or destroy (and certify such destruction of) all copies of all Confidential Information received pursuant to this Agreement. These copies shall in any event remain as limited as possible.

5. **No Rights Granted**

Neither Party grants or confers on the other Party any rights by licence or otherwise, in or to the other Party's Confidential Information other than the limited right set forth in Clause 1 of this Agreement. All information is provided "as is" and without warranty, express, implied or otherwise, regarding its accuracy, completeness accuracy or fitness for any particular purpose.

6. **Term and Termination**

- **a.** This Agreement shall be enter into force starting on 27May 2020.

**b.** This Agreement shall continue in effect indefinitely from the date hereof or until execution of any subsequent Agreement between the Parties following the *Discussions* (whichever is the sooner) which incorporate confidentiality provisions.

7. **Governing Law; Jurisdiction**

This Agreement shall be governed by, and interpreted in accordance with, the laws of Portugal. Each Party consents to the exclusive jurisdiction of the Portuguese courts to settle any disputes arising from this Agreement.

8. **Remedies**

The Parties agree that damage may not be adequate remedy for any breach of this Agreement and that each Party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence by the other Party. Each Party agrees that will not raise any objection to the application by the other Party for any such remedy.

9. **Notifications**

Any and all written communications with respect to Confidential Information under this Agreement and/or implementation of this Agreement shall only be addressed to the following persons (or to such other person as either Party may from time to time designate in writing):

For the **Disclosing Party**: WDXPERIENCE LDA.,
email: info@winexp.com

For the **Receiving Party**: Name, email:

10. **No obligation regarding purpose of disclosure**

The Parties expressly agree that the providing of Confidential Information hereunder and discussions held in connections with the **Project** shall not prevent either Party from pursuing similar discussions

with third parties or obligate either Party to continue in discussions with the other, to enter into any agreement regarding such purpose, or to take, continue or forego any action relating to such purpose.

11. **Severance**

Should any court or administrative body of competent jurisdiction find any provision of this Agreement to be invalid, unenforceable or illegal, the other provisions of this Agreement shall remain in force.

12. **Waiver and Variation**

No delay or failure by either Party to exercise any right or remedy available to them under or in connection with this Agreement shall prevent the alter exercise of any such right or remedy. This Agreement may only be varied in writing by authorised representatives of the Parties.

13. **General**

**a.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations concerning the subject matter hereof. Any and all other written or oral agreements existing between the Parties concerning the subject matter hereof are expressly cancelled.

**b.** Notwithstanding the foregoing, should a commercial agreement be entered into between the Parties within the framework of the **Project**, the Parties will be released from their confidentiality obligations as described hereunder provided they are replaced by confidentiality provisions contained in the new agreement providing at least the same level of confidentiality.

**Made in two original copies.**

Signature

_____

Date: .....

Signature

_____

Date: .....