

## Non-Disclosure and IP Agreement for engagement with ISTQB® reviews ("the purpose")

This letter (the "Agreement") sets out the terms on which each party to this agreement agrees to make available to the other certain information which we regard as confidential for the Purpose. Neither party shall make any amendment to this Agreement without the written agreement of the other.

For the purposes of this Agreement the expression "Confidential Information" shall include all information which each party wishes to protect against unrestricted disclosure, and which is marked as confidential or proprietary or is, by its nature, clearly confidential.

Information shall not be regarded as Confidential Information for the purposes of this Agreement if it:

- a) is generally available in the public domain other than by a breach of this Agreement;
- b) becomes available to either party in a lawful manner from a third party who, to the best knowledge of both parties, is lawfully entitled to disclose the same; or
- c) can be proven that it has been independently developed by either party, without the intervention of the other; or
- d) is disclosed with the prior consent of the other; or
- e) is trivial or obvious.

In consideration of the others Confidential Information being made available, each party agree to:

- a) keep the other's Confidential Information secret and confidential; and
- b) to use the other's Confidential Information solely for the Purpose; and
- c) only disclose the other's Confidential Information to such employees, directors, agents, parent or subsidiary companies, and/or professional advisors as need to know for "the Purpose" and on condition that they will be informed of the confidential nature of such Confidential Information and directed to deal with it on terms no less onerous than the terms of this Agreement.

Each party agrees to only to make copies of the other's Confidential Information to the extent necessary for "the Purpose" and each party agrees to protect the other's Confidential Information to at least the same degree they would protect their own.

In the event that the information made available to the Party for the Purpose includes personal data, the receiving Party acknowledges that they will handle this data in accordance with the EU General Data Protection Regulation (GDPR). For further information on compliance with the GDPR, refer to the "Data Processing Policy" (Appendix A) of the "ISTQB Affiliate and Non-Disclosure Agreement" Version 2019-2.

Each party shall retain all property rights in their respective Confidential Information and Review documents at all times but neither party shall be prevented from making use of know-

how and principles learned or experience gained of a non-confidential or a nonproprietary nature. Therefore, any review comments about those know-how, principles or experience, are given with the agreement that those comments, if accepted with or without changes by ISTQB®, can be used by the ISTQB® without any restrictions.

Each party shall, on request and at the written instruction of the other, either return all of the other's Confidential Information in their possession or destroy such Confidential Information.

All disagreements arising in connection with this agreement shall be determined by the Courts of Brussels (Belgium) in accordance with Belgian law.

Signed by the parties to the agreement.

**For and on behalf of**

**Signed:**

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**Name:**

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**Company:**

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**Position:**

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**Date:**

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**For and on behalf of ISTQB®**

**Signed:**

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**Name:**  Olivier DENOO

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**Position:** President of the ISTQB

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**Date:** 27/11/2019

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