

NON DISCLOSURE AGREEMENT

1. Confidentiality

- I. Supplier agrees to keep strictly confidential all documents, records, correspondence and transactions in any form concerning the operation or business of Vedrova, Group TP&H or its customers.
- II. Supplier shall not disclose or use any confidential information, unless and to the extent:
 - a) Such matter is at that time in the public domain
 - b) If it is compelled by any governmental or judicial authority to disclose any such information; or
 - c) It is required to disclose or use such information, to the extent necessary to provide the services.
- III. Supplier will refrain from any operational and commercial contact with Vedrova' s customers. Supplier will respect Vedrova' s commercial interests with these customers and will not approach any of Vedrova' s customers with the purpose to directly or indirectly offer and provide logistic services, which are in scope of this Agreement or part of the services Vedrova provides to these customers.
- IV. Without limitation to clause I., Vedrova' s confidential information includes any and all of its customer information, supplier information, internal processes, standard operating procedures, strategies, business information and rates.

2. Ownership

Supplier acknowledges Vedrova' s ownership in all confidential information, and its marks, names, data, systems and processes and supplier acquires no rights in any of these.

3. General terms

- I. Any additions or modifications to the agreement are only binding if made in writing and signed on behalf of both parties.
- II. Any notices given by either party under this agreement shall be addressed to the individuals who sign this agreement, or other individuals agreed in writing by the parties.
- III. This agreement contains the entire understanding between the parties regarding the use and disclosure of confidential information.
- IV. The terms of this agreement shall continue without limitation of time.
- V. The parties agree that damages may not be an adequate remedy for any breach of this agreement by supplier. Supplier shall indemnify Vedrova against any claim, loss, damage or cost arising out of any breach of this agreement or other mis-use or unlawful disclosure of any confidential information. Vedrova is entitled to equitable or injunction relief.

4. Group clause

The provisions in this agreement applicable to Vedrova are also applicable to the Group TP&H, and any confidential information of the Group TP&H. Group TP&H means Vedrova and any other company or entity which is directly or indirectly owned or controlled by Group TP&H, and including any direct or indirect affiliate, subsidiary, joint venture or sub-contractor of customer or any such company or entity.

5. Governing law and dispute resolution

- I. This agreement is subject to Belgian law
- II. The parties shall attempt, in an amicable manner, to settle any dispute which may arise under this agreement. If any such dispute cannot be resolved by negotiation, it shall as far as legally permissible and in compliance with statutory provisions, referred to the exclusive jurisdiction of the court in Antwerp.