



# Confidentiality agreement

## Undersigned

(legal form, name)  
(place)  
having its registered office in  
(postal code and city)  
and its place of business in  
(address)  
at  
(name of authorized director/ authorized manager)  
validly represented for this purpose by  
hereinafter referred to as: the **“Candidate EETS Provider”**

## Declares the following

### 1. Purport of the confidentiality agreement

This is a confidentiality agreement as referred to in Article 43.3 of the EETS Domain Statement Heavy Goods Vehicle Charge (hereinafter referred to as: the “EDS HGVC”), version 1.0 dated 11 March 2024.

### 2. Definitions

The capitalised terms used in this confidentiality agreement which are not defined elsewhere in this confidentiality agreement shall have the meaning given to them in the EDS HGVC, unless this confidentiality agreement expressly provides otherwise.

### 3. Obligation to confidentiality

- 3.1 The Candidate EETS Provider undertakes to keep Confidential Information strictly confidential. With regard to the Confidential Information or any part thereof, including, but not limited to, the Practical Information on Accreditation and Toll Services (PIAT) received by the Candidate EETS Provider from or on behalf of the Toll Charger in the context of the accreditation for the EETS Domain Heavy Goods Vehicle Charge, the Candidate EETS Provider is not allowed, without the prior and written consent of the Toll Charger, to, either directly or indirectly, such as through an intermediary or a legal entity in which the Candidate EETS Provider is a shareholder, director or otherwise involved:
- (i) use any part of the Confidential Information other than in the context of Accreditation, or for any purpose other than the discussions about the EDS HGVC and the EETS Agreement or the execution thereof;
  - (ii) disclose any part of the Confidential Information to third parties other than those natural or legal persons who, by virtue of their position at, their professional relationship with, or their direct or indirect contractual

relationship with the Candidate EETS Provider or the Toll Charger, should have access to the Confidential Information. Insofar as these natural or legal persons are not bound by legal professional secrecy by virtue of their professional activity and for that reason would not disclose this Confidential Information due to a professional duty, these natural or legal persons must expressly declare in writing that they are bound by the obligations of this confidentiality agreement. The Candidate EETS Provider ensures that the natural or legal persons referred to in this paragraph, whom it involves in the Accreditation and discussion of the EDS HGVC or the EETS Agreement, comply with the obligations contained in this confidentiality agreement.

3.2 The Candidate EETS Provider shall take all measures necessary to:

- (i) prevent the disclosure of Confidential Information in breach of this article 3; and
- (ii) guarantee compliance with the terms of this article 3 by itself and by the natural or legal persons referred to in article 3.1 of this confidentiality agreement under section (ii).

3.3 The confidentiality obligations under article 3.1 sections (i) and (ii) shall not apply if the information:

- (i) is publicly available, unless this is due to an unauthorized disclosure of that information in breach of article 3 by the Candidate EETS Provider or by any person to whom it has made this Confidential Information available;
- (ii) was already known to the Candidate EETS Provider at the time that the information was provided to it;
- (iii) is provided to the Candidate EETS Provider on a non-confidential basis by a third party that lawfully possesses such information and is entitled to disclose it;
- (iv) is subject to the obligation to be disclosed:
  - a. pursuant to Laws and Regulations;
  - b. in the context of administrative oversight, parliamentary control or other democratic accountability;
  - c. pursuant to a court order.

3.4 Except in the cases referred to in article 3.3, the Candidate EETS Provider shall consult with the Toll Charger before disclosing Confidential Information.

3.5 If disclosure of Confidential Information by the Candidate EETS is required under article 3.3, section (iv),:

- (i) before disclosing Confidential Information, the Candidate EETS Provider shall immediately notify the Toll Charger in writing of the obligation to disclose and of the requested documents to be disclosed, and the Candidate EETS Provider shall agree with the Toll Charger on the timing and content of the disclosure;
- (ii) the Candidate EETS Provider shall solely disclose that part of the Confidential Information required under article 3.3, section (iv);
- (iii) the Candidate EETS Provider shall endeavor to ensure, as far as possible, confidential treatment of the Confidential Information.

3.6 The obligations in this Article 3 shall apply for a period of ten years and shall continue to apply after (early) termination of the accreditation process or the termination of the EETS agreement, unless explicitly agreed otherwise in consultation with the Toll Charger. Upon signature of the EETS Agreement, they shall be replaced by the confidentiality provisions in Article 9 of the EDS HGVC.

#### **4. Return of confidential information**

All Confidential Information shall, in the event of early termination of the accreditation process, be immediately returned and/or destroyed and/or deleted by the Candidate EETS Provider at the Toll Charger's first request, including all physical or electronic copies made of the Confidential Information.

#### **5. No rights or license**

All Confidential Information and the intellectual rights thereto shall at all times remain the property of the Toll Charger. No rights or licences, whether explicit or implicit, are granted to the Candidate EETS Provider with regard to the Confidential Information or any part thereof.

#### **6. Indemnification**

The Candidate EETS Provider indemnifies the Toll Charger for any claims, liability, third-party damages and costs that the Toll Charger may suffer or incur as a result of any breach of this confidentiality agreement.

#### **7. Governing law**

This confidentiality agreement is governed exclusively by the laws of the Netherlands with the express exclusion of rules of private international law, including the United Nations Convention on Contracts for the International Sale of Goods.

Disputes regarding this confidentiality agreement shall be submitted to the competent court in The Hague.

For and on behalf of the Candidate EETS Provider

(Name and title)