

CONFIDENTIALITY CONTRACT

BETWEEN

On one side Mr. **Craig Joseph Colligan**, British nationality, of legal age, holder of NIF X4524313Y, resident in Ibiza, with address in Camino Siesta, Poligono 17, Casa 37, 07840, Santa Eularia del Rio, Ibiza, in Spain, acting in the name and representation of the trading company **CARDAMOM EVENTS & CATERING**, holder of CIF E57310179.

And on the other side Mr./Mrs./Miss....., of legal age, resident home address at:

.....
.....
.....

holder of passport number (for client identification and accounts purposes only)

....., acting in his own name.

THEY STATE

I.- That the company **CARDAMOM EVENTS & CATERING** is a trading company whose object and purpose is that of rendering professional services for organizing and celebrating various events offering a catering service within them.

II.- That Mrs/Miss/Mr.....(THE CLIENT OR SUBCONTRACTOR)

III.- By this document both parties freely stipulate, the conditions and clauses under which will be governed their commitment and obligation in the rendering of the professional services contracted

IV. That both parties recognize their mutual legal capacity to sign this document.

V.- That both parties wish to initiate a business relationship and/or mutual collaboration in the case of acting as companies.

VI.- That during the mentioned relationship the parties will exchange or create information of which they are interested in maintaining the confidentiality and secrecy through the following clauses:

CLAUSES

FIRST.- That by this document, the parties officially and in writing state the terms and conditions under which

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the parties will maintain the confidentiality of the information supplied and created between themselves.

SECOND.- For this both contracting parties, mutually agree to exchange certain confidential information, possessed by each of them, concerning technology, know-how, business plans and other information of a confidential nature, hereinafter referred to as “Confidential Information” whereby either of the parties, through this document, becomes a receiving party or a disclosing party of the information.

THIRD.- The parties are both prohibited from disclosing to any third party the “Confidential Information” received from the other party. Both parties are obliged to apply to such information the same treatment to such that they would give to their own personal Confidential Information as well as accord to the Confidential Information the same level of protection as established in the Spanish Law of Data Protection.

For the purposes of this agreement the “Confidential Information” comprises all information given by either of the parties verbally, visually, in writing, in recorded format, by email, or by any other format, which is clearly marked as such on being provided to the receiving party and that may be recorded in any type of correspondence between the parties.

FOURTH.- The receiving party promises to hold in a limited and private manner the “Confidential Information” received from the disclosing party and not to disclose the same to a third party other than his lawyers and advisors require this information for the purposes authorised in the Sixth Clause of this agreement, and who must be in agreement to retain in a confidential manner the mentioned information.

FIFTH.- The receiving party promises not to disclose the “Confidential Information” to third parties without prior written consent by the disclosing party.

SIXTH.- The receiving party promises to take any necessary and appropriate precautions within his company and staff to maintain the privacy and restrict access to “Confidential Information” possessed by the other party, including without limitation informing in writing any staff who came to possess this information that the same is confidential and must not be disclosed to third parties nor be copied nor sent to a third party without the authorization of the other party (i.e. the disclosing party).

SEVENTH. The receiving party agrees and promises that the “Confidential Information” he receives or is sent by the other party, is and will continue to be property of the disclosing party. The receiving party is obliged and promises to treat the same information only in the manner and for the purposes authorized in the Sixth Clause of this contract and that this document does not grant, specifically or implicitly, intellectual property rights or any possession including without limitation licenses of use concerning the “Confidential Information”.

EIGHTH. The receiving party is obliged and promises to use the “Confidential Information” of either of the parties only for the acquisition by one of them of the company and for the purposes concerning the services contracted and the objects of the contract.

NINTH.- The parties agree that in the case of the receiving party partially or fully not complying with the obligations as per this contract, he would be the only person responsible for the damages and harm that his non-compliance may cause to the disclosing party and a minimum penalty is stipulated of TEN THOUSAND EUROS (10.000€) not included in that mentioned before, should any disclosure of confidential information occur, regardless any damages payable as a result of possible legal steps taken by the disclosing party for harm due to the revelation and disclosure of professional secrets and/or personal data.

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TENTH.- However, in spite of that which is stipulated in this agreement no-one will be obliged to maintain as confidential any information:

1. That prior to its issue, within the knowledge of the receiving party, is free from any obligation of confidentiality as per documentary evidence in his possession;
2. That has been developed or prepared in an independent manner by the receiving party, free from restrictions or from another source with the right to issue same;
3. That comes to be within public domain, other than by existing breach of this agreement by the receiving party; and
4. That is received from a third party without the disclosure breaching or infringing any obligation of confidentiality.

ELEVENTH.- The effectiveness of this confidentiality agreement will be valid whilst there exists a professional relationship between both parties.

Once this has concluded, the binding confidentiality of this document will cease three years after the last contact between both parties.

TWELVETH.- Within 7 working days after the date of conclusion of this agreement or, if applicable, its extension, all the “Confidential Information” passed in writing by the disclosing party to the receiving party, whether recorded, by computer or any other means, must be returned to the handing party or, if applicable, destroyed in presence of an authorized agent of the disclosing party and chosen by him.

In the case of the disclosing party not complying with the return or destruction in presence of an authorized agent of the disclosing party within the period stipulated in this Clause, the receiving party becomes subject to the Conventional Sentence established in the Seventh Clause of this contract, in spite of any legal action that may arise as a result of such breach.

THIRTEENTH.- The obligations of confidentiality established in this agreement for the receiving party, with respect to the privacy and confidentiality of the Confidential Information and the use of same, will prevail at the termination of this document for a period of at least 2 (two) years from its termination.

Any improper use of the information supplied at the time as confidential and restricted to the receiving party by the disclosing party, during two years after the termination of this document will result in the issue of legal proceeding by **CARDAMOM EVENTS & CATERING**.

FOURTEENTH.- This agreement is a full understanding between the parties concerning the Confidential Information and replaces any other previous understanding, by Word or in writing that may have existed between both parties.

FIFTEENTH.- Neither party may transfer his rights and obligations arising from this Contract.

SIXTEENTH.- This agreement of confidentiality may only be modified or altered by written agreement and signed by the parties.

This modification should be drawn up as an attachment to this contract, clearly specifying in the clause the agreement, conditions and stipulations which are modified.

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Confidentiality Contract

SEVENTEENTH.- For the understanding and enforcement of this contract the parties submit themselves to the jurisdiction of the Courts and Tribunals of Ibiza, renouncing as from now to any other jurisdiction that may correspond to them due to their present or future residence or for any other cause, stating from this moment as their legal address the one on the first page of this agreement.

EIGHTEEN.- Request of consent for publication of images. Consent for release of images.
Under the relationship with Cardamom Catering Ibiza CB, pursuant to the provisions of Law 15/1999, of 13th of December, Personal Data Protection (hereinafter LOPD), EXPRESSLY AND UNAMBIGUOUSLY AGREE to the publication of the Clients images, understood as personal data, in leaflets, web page, print and/or any other publications in order to promote and advertise Cardamom and its several services.
In compliance with the provisions of the Data Protection Act and Royal Decree 1720/2007 of 21st of December, which approves the regulation implementing it, the Client can exercise at any time, their rights of access, rectification, cancelation and opposition to: Cardamom Catering Ibiza CB.

CARDAMOM EVENTS & CATERING

Town: Santa Eulalia del Rio
Signature:

Name:.....
Date:
Signature:

CEO – Founder Cardamom Events

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