

Mutual Non-Disclosure Agreement

Version 1.0 · 12 September 2026 · Governed by Dutch law · Fields marked with a line are for completion on signature.

Agents In White · Private AI Intelligence Studio

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Parties

1. AIW Systems Europe B.V., trading as **Agents In White**

Alphen aan den Rijn, Netherlands

Chamber of Commerce: available on request

Represented by: Ommar Abou Heweita, Founder & Chief Executive Officer

2. Counterparty — complete on execution

Legal name: _____

Registered address: _____

Registration number: _____

Represented by: _____ (name), _____ (title)

Each a "Party"; together the "Parties". Each Party may act as Discloser and as Recipient.

Purpose

The Parties wish to explore a potential engagement concerning the design, development, or operation of private AI systems, automation, and operational intelligence (the "Purpose"). Doing so requires each Party to disclose confidential information to the other.

1. Confidential Information

1.1 "Confidential Information" means any information disclosed by or on behalf of a Discloser, in any form, that is marked confidential or that a reasonable professional would understand to be confidential, including:

- business plans, strategy, pricing, margins, financial and commercial data
- client lists, pipelines, leads, and counterparty identities
- workflows, processes, operational data, and internal documentation
- architecture, source code, prompts, prompt libraries, model configurations, evaluation sets, datasets, and system designs
- security arrangements, credentials, and vulnerability information
- the existence, subject matter, status, and terms of the discussions between the Parties

1.2 Information disclosed orally or visually is Confidential Information without any requirement to confirm it in writing.

1.3 Confidential Information remains the property of the Discloser. Nothing in this Agreement transfers any right, title, licence, or interest in it, nor any right in intellectual property.

2. Exclusions

Confidential Information does not include information that the Recipient can demonstrate:

- (a) was lawfully in its possession without a duty of confidence before disclosure;
- (b) is or becomes public without breach of this Agreement;
- (c) is independently developed by personnel with no access to the Confidential Information; or
- (d) is lawfully received from a third party entitled to disclose it.

3. Obligations Of The Recipient

The Recipient will:

- 3.1 use the Confidential Information solely for the Purpose;
- 3.2 keep it confidential and not disclose it to any third party without the Discloser's prior written consent;
- 3.3 protect it with at least the degree of care it applies to its own confidential information, and in any event with reasonable technical and organisational measures including access control and encryption in transit and at rest;
- 3.4 limit access to those of its directors, employees, and professional advisers who need it for the Purpose and who are bound by confidentiality obligations at least as protective as these;
- 3.5 remain responsible for any breach by a person to whom it gave access;
- 3.6 not reverse engineer, decompile, or attempt to derive the structure or underlying ideas of any software, model, prompt, or system disclosed to it;
- 3.7 not use Confidential Information to train, fine-tune, or evaluate any machine learning model, and not submit it to any third-party AI service other than one contracted by the Recipient under confidentiality and no-training terms;
- 3.8 notify the Discloser without undue delay, and in any event within 48 hours, on becoming aware of any unauthorised disclosure, access, or loss, and cooperate in mitigating it.

4. Compelled Disclosure

The Recipient may disclose Confidential Information where required by law, regulation, court order, or a competent authority, provided it gives the Discloser prompt written notice where lawfully permitted, discloses only the minimum required, and seeks confidential treatment.

5. No Obligation, No Warranty

- 5.1 This Agreement does not oblige either Party to disclose anything, to enter into any further agreement, or to refrain from dealing with third parties, including competitors of the other Party.
- 5.2 Confidential Information is provided as is. Neither Party warrants its accuracy or completeness.
- 5.3 Neither Party is liable to the other for decisions taken on the basis of Confidential Information disclosed during exploration.

6. Personal Data

Where Confidential Information contains personal data, the Recipient processes it only for the Purpose, applies appropriate safeguards, and does not retain it longer than §8 permits. Any processing of personal data by AIW on the Counterparty's behalf in the course of an actual engagement requires a separate data processing agreement.

7. Term

7.1 This Agreement takes effect on the date of last signature and remains in force for two years, during which either Party may disclose.

7.2 The confidentiality obligations in §3 survive for five years after the end of that period, and indefinitely in respect of source code, prompts, model configurations, security information, and anything qualifying as a trade secret under Directive (EU) 2016/943 or the Dutch Wet bescherming bedrijfsgeheimen.

8. Return And Destruction

On written request, and in any event within 30 days of the Purpose being abandoned, the Recipient will return or irreversibly destroy all Confidential Information and copies, and confirm in writing that it has done so. The Recipient may retain one copy for legal compliance purposes and copies held in routine, non-targeted backups, which remain subject to §3 until deleted in the ordinary cycle.

9. No Solicitation Of Personnel

For 12 months from the effective date, neither Party will actively solicit personnel of the other who were introduced in connection with the Purpose. General recruitment advertising and applications made on a person's own initiative are not solicitation.

10. Remedies

The Parties agree that breach of this Agreement may cause harm for which damages are an inadequate remedy, and that the Discloser is entitled to seek injunctive relief and specific performance in addition to any other remedy, without posting security.

11. General

11.1 **Governing law.** Dutch law.

11.2 **Forum.** Exclusive jurisdiction of the Rechtbank Den Haag, Netherlands.

11.3 **Entire agreement.** This Agreement is the entire agreement on confidentiality between the Parties on this subject and supersedes prior understandings.

11.4 **Amendment.** Only in writing, signed by both Parties.

11.5 **Assignment.** Not assignable without the other Party's written consent, except to a successor to substantially all of the assigning Party's business.

11.6 **Severability.** An unenforceable provision is replaced by a valid provision closest to its intent; the remainder stays in force.

11.7 **No waiver.** Failure to enforce a provision is not a waiver of it.

11.8 **Counterparts.** May be signed in counterparts and by electronic signature, each of which is an original.

11.9 **Language.** The English text prevails over any translation.

Signatures

AIW Systems Europe B.V. (Agents In White)

Name: Ommar Abou Heweita

Title: Founder & Chief Executive Officer

Date: _____

Signature: _____

Counterparty

Name: _____

Title: _____

Date: _____

Signature: _____