

Between:

Competence

And

Name assistant,
Assistant for Co-Active coaching / ORSC courses

This non-disclosure agreement is part of the agreement concluded Competence and the assistant to a Co-Active / ORSC course (hereinafter referred to as the 'Assistant').

Competence and the Assistant have agreed as follows:

Article:

1. The undersigned commits that both during assisting a course as after the assistance has ended he will observe strict confidentiality towards third parties, concerning both confidential information that has been, is being or will be brought to the attention of the undersigned on behalf of Competence pursuant to their activities as an assistant, except insofar as any statutory regulation obliges him to disclose or the need to disclose follows from his task in the performance of this regulation. Confidential information is defined as: all information, irrespective of nature, format, or way of provision, that concerns Competence or its leaders/ customers/participants/assistants, traceable personal data and subjects discussed during coaching sessions.
2. The Assistant is obliged to keep the personal data secret unless and insofar as any statutory obligation obliges him to disclose or the need to disclose follows from performance of his task in implementation of this regulation.
3. The undersigned is aware that violation of the aforementioned obligations may lead to the termination of the partnership, after which it will no longer be used as an assistant. In case of doubt about the applicability and / or the explanation of the provisions hereof, the undersigned will immediately and with his own accord enter into consultation with Competence.

Final provisions:

1. The end of this non-disclosure agreement, for any reason whatsoever, does not alter the obligations of Competence and the Assistant as set out in article 1 up to 3 of this non-disclosure agreement, except

insofar as it concerns information that has already become public knowledge other than as result of a breach of the aforementioned duty of confidentiality.

2. This non-disclosure agreement can only be amended by means of written agreement between Competence and Assistant.
3. Insofar as any provision of this non-disclosure agreement is in contravention of the agreement that was concluded, the provision of this non-disclosure agreement will prevail.
4. Failure to exercise any right under this non-disclosure agreement on the part Competence does not constitute a waiver of such rights and does not prejudice such rights in any other way.
5. In the event and provision of this non-disclosure agreement is declared void or unenforceable by a judge, tribunal or competent court, the other provisions will remain in effect, unless the latter provisions must be deemed to be linked inextricably to the provision that is void or unenforceable. In the event the other provisions remain valid, Competence and Assistant will attempt to replace the provision that is void or unenforceable by a valid provision that represents the original intention of Competence and the Assistant as much as possible.
6. This non-disclosure agreement is governed by and interpreted in accordance with Dutch law.
7. Any disputes that may arise pursuant to the present non-disclosure agreement or pursuant to further agreements that may result from it, will be submitted to the competent court in Arnhem.
8. Competence and the Assistant are never allowed to seek any publicity or otherwise disclose matters relating to disputes following from the present non-disclosure agreement.

Drawn up and signed in duplicate:

Date: September 1st 2024

City: Zaltbommel

Date:

City:



Mrs. Annechien Lubbers
Director Competence