

## **MUTUAL NONDISCLOSURE AGREEMENT**

This Mutual Nondisclosure Agreement ("Agreement" or "NDA") is entered into as of January 1, 2021 with effect as of July 1, 2019 (the "Effective Date") between all the signatories below ("NDA Participants") and individually or collectively a "Party" or "Parties" to this Agreement. The Parties agree as follows:

1. **Background.** In the course of discussing certain matters or information for the purpose of design, development and implementation of the Known Traveller Digital Identity (KTDI) Pilot Project (the "Purpose", as in detail described in part 2 of the Memorandum of Understanding), a Party, meaning any NDA Participant (the "Recipients") may have access to information from the NDA Participants (the "Disclosing Party(ies)") which the Disclosing Party(ies) considers confidential and which (a) relates to the Disclosing Party(ies)'s past, present and future research, development, business activities, products, software, services, intellectual property rights, and (technical) knowledge, and (b) has been identified as confidential or would be understood to be confidential by a reasonable person under the circumstances ("Confidential Information"). The pilot results in itself are not considered Confidential Information.
2. **Use.** The Recipients may use Confidential Information only for the Purpose and not for any other purpose.
3. **Protection.** The Recipients agree to protect the confidentiality of the Confidential Information in the same manner each protects the confidentiality of its own similar Confidential Information, but in no event using less than a reasonable standard of care. The Recipients will restrict access to the Confidential Information to their respective personnel (and personnel of its affiliates) engaged in a use permitted by this Agreement, provided that such personnel are bound by obligations of confidentiality substantially similar to the terms of this Agreement. The disclosing NDA Participants acknowledge and hereby agree that any Recipient may share the Confidential Information of that NDA Participant with another Recipient as necessary to effectuate the Purpose of this NDA.
4. **Ownership.** Confidential Information and intellectual property disclosed under this Agreement will remain the property of the Disclosing Party. The Disclosing Party does not grant any express or implied license or right to or under any patents, trade secrets, copyrights, trademarks or other rights in its Confidential Information or intellectual property disclosed under this Agreement. Rights to future intellectual property shall be dealt with in separate agreements or licenses developed by the Parties.
5. **Copying.** Except as reasonably required for the Purpose, the Recipients will not copy or reproduce Confidential Information of the Disclosing Party without the Disclosing Party's prior written consent.
6. **Return.** The Recipients will return or destroy and delete all Confidential Information (including copies) that the Disclosing Party made available to the Recipients under this Agreement upon request by the Disclosing Party. The Recipients may retain, subject to the terms of this



Agreement, (a copy of) the Confidential Information as required by law or for compliance with its internal recordkeeping requirements.

7. **Exceptions.** Nothing in this Agreement prohibits or limits Recipients' use of any information (including, but not limited to, ideas, concepts, intellectual property rights, know-how, techniques, and methodologies) (i) previously known to the Recipients, before it was received from the Disclosing Party without an obligation not to disclose such information, (ii) independently developed by the Recipients without use of the Confidential Information, (iii) acquired by the Recipients from a third Party which was not, to the Recipients's knowledge, under an obligation to the Disclosing Party not to disclose such information, or (iv) which is or becomes publicly available through no breach of this Agreement by the Recipients. The burden of proof lies with the Recipients.

8. **Compelled Disclosure.** If Recipients receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information, or if Recipients have to adhere to any other legal obligation, the Recipients will promptly notify the Disclosing Party and tender to the Disclosing Party the defense of such demand, unless prohibited by applicable law. Unless the demand is quashed or extended, the Recipients are entitled to comply with such a demand to the extent required by law. Recipients may also participate in any defence and the Recipients will reasonably cooperate (at the expense of the Disclosing Party) in opposing such a demand.

9. **Personal Data.** Any data that identifies or directly or indirectly relates to natural persons ("Personal Data") shall only be processed in accordance with applicable data protection laws. Each Recipient shall primarily act as an independent controller or processor, subject to a data sharing agreement or a data processing agreement, as applicable, to ensure the protection of the Personal Data they handle. Upon termination of this Agreement, any Personal Data from a Disclosing Party shall be returned or destroyed as instructed by that Disclosing Party.

10. **Other Rights.** Nothing in this Agreement will prohibit or restrict the rights of a party bound by this Agreement to develop, use, or market products or services similar to or competitive with those of the other Party disclosed in any Confidential Information as long as it does not breach this Agreement and each Party has the right to independently develop intellectual property and products that would compete with other Parties intellectual property and products without use of any Confidential Information disclosed to such other Party hereunder.

11. **Publicity.** No Party (including employees, officers, agents, students, or assignees) will use the name, logo(s), trademarks, or other representation(s) of any kind of another Party in any form of advertising or promotion without the prior explicit approval of that Party. In any such statement, the relationship of the Parties will be accurately and appropriately described. In particular no Party will issue any press release regarding the KTDI Project and/or any transaction or collaboration contemplated herein without informing the other Parties in advance, unless otherwise provided by law.

12. **Entire Agreement.** This Agreement sets forth the entire understanding among the Parties with respect to its subject matter, the use of Confidential Information, and supersedes all prior



agreements, conditions, warranties, representations, arrangements and communications, and whether oral or written, and whether by any Party, any of their affiliates, or any of their employees, officers, directors, agents or shareholders. This Agreement may be executed by digital signature and in any number of counterparts, each of which will be considered an original for all purposes, and all of which when taken together will constitute one agreement binding on the Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart.

**13. Assignment and Waiver.** No Party may assign its rights or delegate its duties or obligations under this Agreement without prior written consent of all the other Parties to this Agreement. A waiver of any provision of this Agreement is not effective unless it is in writing and signed by the Party against which the waiver is sought to be enforced. The delay or failure by a Party to exercise or enforce any of its rights under this Agreement will not constitute or be deemed a waiver of that Party's right to thereafter enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

**14. Modification.** This Agreement can only be modified by the written agreement of all of the Parties to the Agreement. If a court of competent jurisdiction or arbitral panel finds any term or provision of this Agreement to be invalid, illegal or otherwise unenforceable, such term or provision will be deemed modified to the extent necessary in the court's or panel's option to render such term or provision enforceable, while preserving to the fullest extent permissible, the intent and agreements of the Parties as provided in this Agreement. Nothing in this Agreement is intended to confer on any third party any benefit or any right to enforce any term of this Agreement.

**15. Termination.** Recipients shall maintain Confidential Information in confidence in accordance with Article 3 ("Protection") of this Agreement, for a period of seven (7) years following either: 1) the date of first presentation of the Project evaluation report to the Steering Committee of Participants, pursuant to the Memorandum of Understanding ("Term of the KTDI Project"), or 2) the date of formal withdrawal from the KTDI Project pursuant to the Memorandum of Understanding ("Termination"). Notwithstanding the expiration of this Agreement or withdrawal from the Memorandum of Understanding and KTDI Project, all obligations of the Parties, which expressly or by their nature survive expiration or termination, shall continue in full force and effect subsequent to and notwithstanding such termination or expiration, until they are satisfied or by their nature, including without limitation, Article 2 ("Use"), Article 3 ("Protection"), and Article 4 ("Ownership").

**16. Governing Law.** This Agreement will be governed by and construed as follows:

- For any matters between the Canadian Government and any of the commercial parties – this Agreement shall be governed by and interpreted under the federal laws of Canada.
- For any matters arising between the Dutch government, Koninklijke Luchtvaart Maatschappij N.V. ("KLM Royal Dutch Airlines") and Schiphol Nederland B.V. on one side and any commercial parties on the other side – this Agreement shall be governed by and construed in accordance with the laws of the Netherlands without regard to its conflict with laws provisions; any litigation relating to this Agreement must be filed in the court of The Hague.



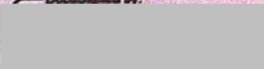


- For any matters arising between the Dutch government and the World Economic Forum – this Agreement shall be governed by and construed in accordance with the laws of the Netherlands without regard to its conflict with laws provisions; any litigation relating to this Agreement must be filed in the court of The Hague.
- For any matters arising between the World Economic Forum and any of the commercial parties – this Agreement shall be governed by and interpreted in accordance with the substantive laws of Geneva, Switzerland, under the exclusion of any international treaty and under the exclusion of any conflicts of laws principles.
- For any matters arising exclusively between the other commercial parties (e.g., Accenture, Vision-Box, Air Canada, etc.) – this Agreement shall be governed by and interpreted in accordance with the substantive laws of Geneva, Switzerland, under the exclusion of any international treaty and under the exclusion of any conflicts of laws principles.
- For any matters arising between the Government of Canada and the Government of the Netherlands both Parties will undertake bilateral consultations excluding third party mediation. Both Parties will agree on an arbitration process should direct bilateral consultation not arrive at a mutually satisfactory conclusion/outcome.

**17. No Joint Venture.** This NDA is not intended to form a joint venture, consortium or similar legal structure between any or all Participants.



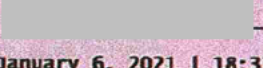
IN WITNESS WHEREOF, Each NDA Participant acknowledges and agrees with the content of this Agreement and the Parties hereto have executed this Agreement as of the dates indicated below with effect as of the Effective Date above.

**NDA Participants**

**World Economic Forum**


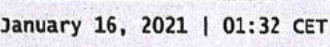

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Signature:  
  
Name:  
  
Position:  
Date: January 6, 2021 | 18:32 CET

**World Economic Forum**

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Signature:  
  
Name:  
  
Position:  
Date: January 6, 2021 | 18:33 CET




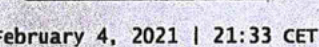

**Government of Canada**

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Position:   
Date: January 16, 2021 | 01:32 CET




**Government of the Kingdom of the Netherlands**

Signature: Please find the signatures  
Name: of the Government of the  
Position: Netherlands on attachment  
Date: 1.




**Air Canada**

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Signature:   
Name:   
Position:   
Date: February 4, 2021 | 21:33 CET




**KLM Royal Dutch Airlines**

DocuSigned by:  
Signature:   
Name:   
Position:   
Date: January 21, 2021 | 12:05 CET

**Schiphol Nederland B.V**

DocuSigned by:  
Signature:   
Name:   
Position:   
Date: januari 11, 2021 | 16:43 CET




**Greater Toronto Airports Authority**

DocuSigned by:  
Signature:   
Name:   
Position:   
Date: January 7, 2021 | 17:54 CET

**Schiphol Nederland B.V**

DocuSigned by:  
Signature:   
Name:   
Position:   
Date: januari 15, 2021 | 08:33 CET

**Aéroports de Montreal**

DocuSigned by:  
Signature:   
Name:   
Position:   
Date: janvier 28, 2021 | 20:55 CET



**Accenture**

DocuSigned by:

Signature:

Name:

Position:

Date: January 6, 2021 | 18:44 CET

**Vision-Box**

DocuSigned by:

Signature:

Name:

Position:

Date: January 21, 2021 | 10:39 CET

**National Office for Identity Data**

Yours faithfully,  
On behalf of the State Secretary for Interior and Kingdom Relations,

Please find the signatures of  
the Government of the Netherlands  
on attachment 1.



**MUTUAL NONDISCLOSURE AGREEMENT – ATTACHMENT #1**

**SIGNATURES OF THE GOVERNMENT OF THE NETHERLANDS**

**Government of the Netherlands, represented by the Ministry of Justice and Security**

**Signature:**

**Name:**

**Position:**

**Date:** 10-02-2021

**Government of the Netherlands, represented by the Ministry of Interior and Kingdom Relations (NOID)**

**Signature:**

**Name:**

**Position:**

**Date:** 24/2/2021

**Government of the Netherlands, represented by the Ministry of Defence (Royal Marechaussee)**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Date:** \_\_\_\_\_