

# CONFIDENTIALITY STATEMENT

[Mr./Mrs./Ms. [NAME] (hereinafter: "[NAME]"), date of birth [DATE OF BIRTH], resident at [ADDRESS], in [his/her] capacity as [POSITION] at [SPORTS ORGANISATION]

states that he/she has agreed to the following:

1. [NAME] will, both during and after the end of [his/her] [employment contract / assignment agreement] with [SPORTS ORGANISATION], observe strict confidentiality with regard to all confidential information of which [he/she] becomes cognisant in the course of the performance of [his/her] work.
2. This duty of confidentiality also applies to data and details relating to the contacts (such as sponsors) of [SPORTS ORGANISATION] of which [NAME] becomes cognisant on the basis of [his/her] position.
3. In particular, [NAME] will observe confidentiality with respect to all personal data of athletes (such as medical data) of which [he/she] becomes cognisant on the basis of [his/her position], unless the athlete gives explicit permission to share this information.
4. IN THE CASE OF AN EMPLOYMENT CONTRACT: Infringement of the duty of confidentiality referred to in Articles 1, 2 and 3 may constitute a compelling reason for immediate dismissal. IN THE CASE OF AN ASSIGNMENT AGREEMENT: Infringement of the duty of confidentiality referred to in Articles 1, 2 and 3 may constitute grounds for the termination by [SPORTS ORGANISATION] of the assignment agreement. The termination shall take immediate effect without [SPORTS ORGANISATION] being liable to pay any form of compensation to [NAME]. DELETE WHAT IS NOT APPLICABLE.
5. In<sup>1</sup> the event of any infringement by [NAME] of the provisions of articles 1, 2 and 3, [NAME] shall forfeit to [SPORTS ORGANISATION] - expressly contrary to Article 7:650 paragraph 3 and paragraph 5 of the Dutch Civil Code<sup>2</sup> - without any demand or notice of default being required an immediately payable penalty of € [AMOUNT]<sup>3</sup> plus an amount of € [AMOUNT] for each day that the breach continues, without prejudice to the right of the [SPORTS ORGANISATION] to claim full compensation for damages in lieu thereof if those damages exceed the amount of the penalty stated. [NAME] shall pay the penalty to the [SPORTS ORGANISATION].
6. [SPORTS ORGANISATION] may, instead of the penalty referred to in the previous article, also claim damages from [NAME].
7. In addition, [SPORTS ORGANISATION] retains the right to demand compliance with the non-disclosure agreement and/or an injunction on the unlawful sharing of information from [NAME] in addition to the penalty or compensation for damages, if necessary in summary proceedings.

Name: .....

Date of birth: .....

Date: .....

Signature: .....

Signature of legal representative (where applicable): .....

<sup>1</sup> With respect to an employment contract: this penalty clause assumes that the employee earns MORE than the minimum wage. If an employee earns the minimum wage only, stricter statutory rules apply.

<sup>2</sup> Include only in the case of an employment contract.

<sup>3</sup> This amount shall be such that it constitutes a deterrent. A fine of, for example, € 5,000 to € 10,000.