

# ENHANCED CONFIDENTIALITY AGREEMENT

## (B2C – Strict anonymity)



Between the undersigned:

LJ Event Experience, a sole proprietorship registered with the BCE in Brussels-Capital under number BE1025324246, represented by Louise Jean, acting as service provider,

Hereinafter referred to as the "Service Provider",

On the one hand,

And:

Mister/Madam \_\_\_\_\_, born on the \_\_\_\_\_, residing at \_\_\_\_\_,

Hereinafter referred to as the "Customer",

On the other hand,

The Service Provider and the Client are collectively referred to as the "Parties".

IT HAS BEEN AGREED AS FOLLOWS:

### **ARTICLE 1 - PURPOSE OF THE AGREEMENT AND NATURE OF THE ASSIGNMENT**

This agreement establishes an obligation of absolute confidentiality and anonymity regarding the commercial relationship and the information exchanged in the context of the provision of services, which can be summarised as follows:

"Private event management and related services" (hereinafter referred to as the "Assignment").

The Service Provider acknowledges that the anonymity of the Customer is an essential and decisive condition of its consent to enter into the contract.

### **ARTICLE 2 - DEFINITION OF CONFIDENTIAL INFORMATION**

All information, regardless of its nature (verbal, written, digital, visual, etc.), communicated by the Client or of which the Service Provider has become aware in the course of the Assignment, is considered "Confidential Information". This includes, but is not limited to:

- The formal identity and very existence of the Client as a co-contracting party of the Service Provider.
- The exact nature, details, schedule and location of the private event being managed.
- All personal, financial or logistical data relating to the Assignment.

### **ARTICLE 3 - OBLIGATIONS OF THE SERVICE PROVIDER**

The Service Provider undertakes to observe total and absolute discretion. It undertakes, throughout the term of this agreement and without limitation after its termination:

To maintain the strictest confidentiality regarding Confidential Information.

Not to disclose the identity of the Client or the existence of the contractual relationship to any third party.

Not to use the Confidential Information for commercial purposes (e.g. customer references, portfolio), external communication, advertising, or any other purpose other than the performance of the Assignment.

To guarantee the anonymity of the Client through appropriate technical and organisational measures, in accordance with the GDPR and the highest security standards.

The Service Provider undertakes to ensure that its staff, subcontractors, external collaborators, necessarily as few in number as possible, third-party service providers directly involved in the performance of the Assignment, or any other person directly involved who is aware of the ins and outs and issues involved, the Client's objectives and wishes, are subject to the same confidentiality obligations in writing. (in this specific case, as the scope of the commitment is extended, this document shall only be admissible if it bears the required signatures, affixed manually by all signatories).

### **ARTICLE 4 - DURATION OF THE OBLIGATION**

The obligation of confidentiality and anonymity set out in Article 3 is indefinite. It shall remain in force for life, without limitation in time, and shall survive the completion or termination of the Mission, as well as the legal disappearance of one of the Parties.

### **ARTICLE 5 - EXCEPTIONS AND LIMITATIONS**

The confidentiality obligation does not apply if the Service Provider is legally compelled to disclose information by a competent judicial or administrative authority (e.g. court order). In this case, the Service Provider undertakes to minimise disclosure to what is strictly necessary and, if legally permitted, to inform the Client in advance.

### **ARTICLE 6 - PENALTIES AND PENAL CLAUSE**

In the event of a proven breach by the Service Provider of its confidentiality or anonymity obligations, it shall immediately be held civilly liable.

The Parties expressly agree, given the paramount importance of anonymity for the Client, that in the event of a breach, the Service Provider shall pay the Client the sum of fifteen thousand euros as a penalty clause and lump sum.

This sum shall not preclude the Client's right to claim additional damages if it proves that the actual loss exceeds this lump sum.

**ARTICLE 7 - APPLICABLE LAW AND COMPETENT JURISDICTION**

This agreement is governed by Belgian law. Any dispute relating to its interpretation or execution shall be submitted to the competent courts of Brussels. This agreement is originally written in French. The English version is provided for information purposes only. Only the French version shall prevail in court.

Done at Brussels, on the \_\_\_/\_\_\_/\_\_\_\_\_, in duplicate (2 copies).

For the Service Provider:

Louise Jean

Service provider



For the Customer:

[First and Last Name]:

(Signature)