

GENERAL TERMS AND CONDITIONS

1 | PURPOSE, SCOPE OF APPLICATION AND DEFINITIONS

The purpose of this text is to define the conditions under which the services of the various companies of the SEAFRIGO group that have their registered offices in Panama (i.e. PANLH, S.A., hereafter: the Service Provider) are provided, regardless of which company within the SEAFRIGO group is the contracting party and in any capacity whatsoever.

Unless expressly agreed in writing, these conditions prevail over any previous and/or contrary terms and conditions stipulated by the contracting party or the Service Provider, and in particular, but not limited to, any previous contract. Any undertaking or transaction whatsoever with the Service Provider is deemed as acceptance without reservation by the customer/ordering party of these terms and conditions. Acceptance of the quote by the Service Provider includes acceptance of the terms and conditions.

The terms and conditions can be modified at any time at the discretion of the Service Provider and are available on the website <https://www.seafrigo.com/>.

The applicable terms and conditions are those in effect on the date of the order placed by the customer/ordering party.

Within these terms and conditions, the terms hereafter are defined as follows:
"SHIPMENT": all goods, packaged (pallets, containers, etc.) or not, effectively made available to the Service Provider and included on the same transport document for the same dispatch.
"PACKAGE": package refers to any object or physical ensemble made up of several objects, regardless of the weight, dimensions and volume, constituting a unit loaded to the Service Provider (box, crate, container, load, roll or pallets that has been strapped or wrapped in an order or by the customer/ordering party before acceptance, even if the contents are detailed in the transport document).

"SEAFRIGO USA": the company established under the law of Delaware SEAFRIGO USA INC OTI, Licence Number 0036166, with registered address at 733 Dowd Avenue - ELIZABETH NJ 07201 - USA.
"SEAFRIGO PANAMA": the company established under the laws of the Republic of Panama under Folio No. 155736840 of the Mercantile Section of the Public Registry of Panama.
"Confidential Information": shall have the meaning assigned to it in clause 13.
"Personal Data": shall have the meaning assigned to it in clause 13.

2 | PRICE OF THE SERVICES

2.1. For all services
The prices are calculated based on the information provided by the customer/ordering party, considering, inter alia, the services to be provided, the type, weight and volume of the goods to be transported, stored, prepared, packaged or wrapped. Additionally, the prices of the transport services and prices of subcontractors, as well as on laws, regulations and international conventions in effect.

Quotes take the relevant currency exchange rates into account.
In the case that one or several of the services provided were to change after its remittance, the Service Provider will be allowed to adjust its quote accordingly. Such elements include price changes by the subcontractors of the Service Provider. Any unexpected event leading to the modification of the expected transport routes can also result in an adjustment of the prices.
The prices do not include the duties, taxes, fees and imposts due in application of any regulation, including any fiscal or customs regulations (such as import duties, stamps, etc.).

2.2. For lifting and handling services
No postponement, modification or cancellation of an order can be made without written acceptance by the Service Provider.

In the event of postponement or cancellation of an order by the customer/ordering party, all costs already legitimately incurred by the Service Provider will be invoiced.

In the event of cancellation of an order by the customer/ordering party, a lump sum compensation of an amount equal to at least half of the order value will be due to the Service Provider.
In the event of proven damage resulting from a delay in completion of the order exclusively attributable to the Service Provider, the ordering party may apply penalties, deemed as a full and final settlement, equal to 10% of the order excluding ITBMS of the order per calendar day of delay, capped at 3% of the order amount excluding ITBMS.

3 | INSURANCE

The Service Provider shall not subscribe to any insurance for the goods without written and unambiguous instructions from the ordering party for each shipment or operation, specifying the risks to be covered (ordinary and/or special) and the amounts to be guaranteed. In the case of an ongoing contractual relationship, in which prior written instructions were given by the ordering party, each shipment is deemed to be subject to the initial instructions only.

If such order is given, and insurance of the goods is provided by the Service Provider:
In the absence of more precise specifications, only ordinary risks (excluding war risks and strikes) will be insured. The Service Provider, acting on behalf of the customer/ordering party, subscribes to an insurance with a reputable insurance company known to be solvent at the time of coverage.

The Service Provider, acting as a representative, cannot assume any circumstances as considered as the insured. The conditions of the policy are deemed to be those of the insurance company and the policyholders, senders and recipients who bear all costs of it. An insurance certificate will be issued at the ordering party's demand and on their costs.

The customer/ordering party that is responsible for its own transport and/or risk insurance must specify to its insurers that they can only seek to exercise recourse against the Service Provider under the conditions and up to the limits indicated in these terms and conditions of sale.

4 | EXECUTION OF SERVICES

4.1. For all services
The intermediaries and subcontractors chosen by the Service Provider are deemed to have been approved by the customer/ordering party.

The dates of departure and arrival communicated by the Service Provider, if applicable, are provided solely for informational purposes. Any date or deadline provided by the Service Provider is indicative only.

The customer/ordering party is required to provide, in due time, all necessary and precise instructions to the Service Provider that may be required for the execution of the transport services and the related services. The Service Provider is under no obligation to verify the documents (commercial invoice, packing slip, etc.) provided by the customer/ordering party for their correctness or completeness and cannot be held liable for their contents.

All specific instructions (including, but not limited to, instructions regarding the handling of the goods, the transport document, and be repeated for each shipment. They must also be expressly accepted by the Service Provider. In any event, such specific instructions are only applicable to the principal transport service.

Unless expressly agreed otherwise, the Service Provider will be under no obligation to reserve any capacity or volumes of any means of transport, storage space, personnel, or any equipment, for the customer/ordering party. The Service Provider shall be free to allocate any of its capacity at will.

4.2. For lifting and handling services

4.2.1. Subcontracting
In the event that the Service Provider carries out the services as a subcontractor of the ordering party, the latter has the obligation to have the Service Provider accepted and to have its payment terms approved by the ordering party's principal.

The Service Provider is at all times authorized to subcontract the services to a third-party service provider, which the ordering party expressly accepts.

4.2.2. Resources for the services
The Service Provider supplies the personnel and material resources necessary for the lifting-handling services. A distinction has to be made between two types of resources:

- Complete control of the operation, i.e., design (studies) and execution.

- Execution of the lifting-handling services, with the studies being entirely the responsibility of the ordering party.

Unless agreed otherwise in writing, the Service Provider shall be responsible for the execution of the lifting-handling services only.

4.2.3. Freight forwarding
If the Service Provider assumes the duties of a forwarding agent under Panamanian law, his duties shall be limited to forwarding goods either in his own name or in his Principal's name, but always on the latter's behalf, and pursuant thereto, to providing the necessary information in respect thereof, performing only such formalities and concluding such agreements as are necessary for such purpose.

4.4. Carriage of goods by sea
When the carriage of goods takes place by seagoing ship, whether as the sole means of transport or as part of a multimodal contract of carriage and is organized by or on behalf of SEAFRIGO USA, the terms and conditions stipulated in the House Bill of Lading of SEAFRIGO USA will be applicable to the services rendered. The House Bill of Lading shall be the sole document of title for the goods.

When applicable, the House Bill of Lading of SEAFRIGO USA prevails over these terms and conditions when there are any discrepancies.

When the carriage of goods takes place by seagoing ship and is organized by any other third party, the current terms and conditions will remain applicable.

In any case, the Service Provider will not be considered, and will not assume liability as a carrier.

5 | OBLIGATION OF THE CUSTOMER/ORDERING PARTY

5.1. For all services

5.1.1. Packaging, marking and wrapping
The goods must be delivered packaged, wrapped, marked, labelled, so that they can withstand the services to be performed under normal conditions and, if necessary, be delivered to the recipient in accordance with the instructions given to the Service Provider.

The Service Provider cannot be held liable for any consequences resulting from an absence, insufficiency or defect in the packaging, wrapping, marking and/or labelling, or from a defect related to protection of the goods entrusted to it, notably due to humidity, condensation, atmospheric conditions, falling dust or foreign bodies, lack of sufficient information on the nature and particulars of the goods.

5.1.2. Loading and storage
Unless otherwise agreed, loading and storage is the responsibility of the shipper/loader/ordering party and such operations are carried out on their behalf only. The Service Provider will incur no liability whatsoever in relation to the faulty storage of the goods if the Service Provider has made his reservations with regard to this faulty storage carried to the shipper/loader/ordering party before the start of the carriage.

5.1.3. Reservations in the event of loss, damage, deterioration or delay
In the event of loss, deterioration, or any other damage suffered by the goods entrusted, or in the event of delay, the liability of the Service Provider can only be engaged for the losses and damage which have been the subject of precise and detailed written reservations established jointly with the Service Provider or its subcontractor, on the delivery of service note, confirmed by registered letter with acknowledgement of receipt within the time limit set forth by the applicable mandatory law, or in absence of such a mandatorily applicable time period, within forty-eight (48) hours following the damage. Otherwise, the Service Provider and its subcontractors will benefit from a presumption of compliant delivery.

5.1.4. Declarative obligations
The customer/ordering party agrees to provide the Service Provider, spontaneously and prior to any service, with all the regulatory information relating to the shipment entrusted to allow their perfect identification and will be solely liable for the consequences, whatever they may be, resulting from declarations or documents that are erroneous, incomplete, inapplicable or provided late, including the information necessary for transmission of any summary declaration required by all regulations, including customs, with the Service Provider reserving the right to refuse any goods.

If the Service Provider considers that the information provided is insufficient, the customer/ordering party agrees to provide, upon first request, any additional customs information. This provision however does not imply any obligation for the Service Provider to verify such information.

5.1.5. Refusal or default of the recipient
In the case of refusal of the goods by the recipient, as well as in case of its default for any reason at all, all initial charges and additional charges including the costs of storage, holding, parking, connection and demurrage incurred by the Service Provider or its subcontractors shall remain the responsibility of the customer/ordering party.

5.1.6. Customs formalities
If customs or any tax services must be carried out, the Service Provider will only be required to pay the duties and taxes relating to the services if the corresponding amount has effectively been paid to the Service Provider beforehand by the customer/ordering party. If the Service Provider has expressly agreed to carry out customs operations without prior provision, it may suspend or cancel any such advances in the event of any delay in one or more payments requested under in the event of proven financial difficulties of the customer/ordering party.

The customer/ordering party shall hold the Service Provider harmless for all the financial consequences resulting from erroneous instructions, inapplicable documents, etc. resulting, in general, in the payment of duties and/or additional or added taxes, fines, etc.

5.2. For lifting and handling services
Notwithstanding the foregoing, the customer/ordering party agrees to give the following necessary details to the Service Provider in order to ensure the safety of the service:

- The definition of the services to be carried out.

- The nature, weight, dimensions and position of the center of gravity of the object to be lifted or handled,

- The location and use of anchor points,

- The means of access to the site or to the premises in which these services must be carried out.

The customer/ordering party shall inform the Service Provider about any particularities associated with the site (security, access, traffic, parking, obstacles, operation, etc.), to take the necessary measures so that the services are carried out safely in the work area (shut-down or disconnection of power lines, indication of pipes, etc.) and, in general, to report all elements that could cause a risk.

The customer/ordering party must carry out a preliminary check of the soils and subsoils (pressure, condition, resistance, composition, etc.) for which it remains solely responsible.

The customer/ordering party must inform the Service Provider in writing about any danger and/or specificities regarding the object being handled under penalty of being solely liable to the Service Provider and third parties.

The customer/ordering party will take all appropriate measures to ensure compliance with any environmental rules or regulations.

6 | DELIVERY TIMES

6.1. Transport
No compensation for late delivery is due unless a reservation has been sent in writing to the Service Provider, within the time period set forth in applicable mandatory law.

In this case, compensation can only be granted if a written notice has been sent to the Service Provider by registered letter with acknowledgement of receipt after expiry of the agreed period. Compensation is limited to the price of transport of the goods.

6.2. All other services
No compensation for late delivery is due if no mandatory date has been expressly requested by the ordering party and accepted in writing by the Service Provider.

In this case, compensation can only be granted if a formal notice to deliver has been sent to the Service Provider by the customer/ordering party by registered letter with acknowledgement of receipt after expiry of the agreed period. Compensation is limited to the price of the service covered by the contract and the compensation may not exceed a maximum of US\$5,000.00.

7 | LIABILITY AND INDEMNIFICATION

7.1. Liability for subcontractors
The liability of the Service Provider for damages caused by its subcontractors shall bear all times limited to the consequences that may result therefrom, shall be limited to \$50.00 per shipment (or the invoice value, if less).

The customer/ordering party acknowledges that the Service Provider never has the capacity of either sender or recipient of the goods for which it acts as a freight forwarder, and that it acts in the capacity of simple freight forwarder exclusively in the name and on behalf of the customer/ordering party. As such, the customer/ordering party agrees to immediately take responsibility for and pay the beneficiary any sum that may be claimed from the Service Provider.

7.2.1. Freight forwarding
Liability caused by the Service Provider's own fault for damage to goods as a result of loss and damage, and for all the consequences that may result therefrom, shall be limited to \$50.00 per shipment (or the invoice value, if less).

The customer/ordering party acknowledges that the Service Provider never has the capacity of either sender or recipient of the goods for which it acts as a freight forwarder, and that it acts in the capacity of simple freight forwarder exclusively in the name and on behalf of the customer/ordering party. As such, the customer/ordering party agrees to immediately take responsibility for and pay the beneficiary any sum that may be claimed from the Service Provider.

7.2.2. International road transport
The liability of the carrier for international road transport, in case of loss or damage to Goods, is limited to the lesser of: (1) the Landed Cost; (2) the Replacement Cost; (3) the Repair Cost; (4) the amount determined by and specified in the applicable laws and Conventions; (5) the lesser of USD \$0.50 per pound or USD \$50.00 per occurrence.

7.2.3. For local transport
The liability of the carrier for local road transport, in case of loss or damage to Goods, is limited to the lesser of: (1) the Landed Cost; (2) the Replacement Cost; (3) the Repair Cost; (4) the amount determined by and specified in the applicable laws and Conventions; (5) the lesser of USD \$0.50 per pound or USD \$50.00 per occurrence.

7.2.4. Lifting-handling
The liability of the lifting handling Service Provider is determined by articles 986 and 1644 et seq. of the Civil Code of the Republic of Panama, or by any articles replacing these provisions, with respect to contracts for the employment of work or services, or in so far as the provisions of these terms and conditions do not explicitly deviate therefrom.

The Service Provider may only be held liable for the lifting and handling if the services have been either entirely designed by, carried out under its direction using exclusively the equipment of its choice, slings and ropes designed or carried out under its exclusive responsibility.

The Service Provider shall be held responsible for a damage resulting from an error or a defect flaw in the studies conducted by the ordering party, a defect in the object handled, a defect, error, omission or ambiguity in the documents sent to the Service Provider or inadequacy of the equipment used upon instructions from the customer/ordering party.

The Service Provider is not responsible for aggravation of damage resulting from rescue and damage mitigating services it may carry out.

The customer/ordering party acknowledges that the Service Provider has the possibility of interrupting its service as a result of weather circumstances duly recognized by an official or professional body, and that it shall have no responsibility in this regard.

The customer/ordering party must reserve temporary storage space for handled objects by the Service Provider cannot be interpreted as a storage contract. Therefore, said storage will be carried out at the risk and peril of the ordering party. The Service Provider will not be liable in any way unless otherwise agreed in writing.

Except when the damage or loss is caused by the negligence of the Service Provider's management, the liability of the Service Provider under these terms and conditions is limited as follows: Maximum of USD 150 000 for lost or damaged goods.

7.2.5. Warehousing
The liability of the Service Provider in their packaging, if any, are not delivered in the same condition or in the agreed condition to the customer/ordering party, the Service Provider, except in case of force majeure and any other provisions in the present conditions, shall be liable for the related damage and/or loss insofar this damage and/or loss is caused by a fault or negligence of the Service Provider, its representatives, personnel and/or subcontractors, if any. The customer/ordering party has the burden of proof that the damage and/or loss occurred between the time of Reception and the time of Delivery as stipulated in these Conditions.

Except when the damage or loss is caused by the negligence of the Service Provider's management, the liability of the Service Provider under these terms and conditions is limited to the lesser of the following:

i. The actual cost to store of replacing, or reproducing the loss, damaged, and/or destroyed goods together with the cost of the monthly storage charge applicable to such loss, damaged and/or destroyed goods.

ii. The fair market value of the loss, damaged, and/or destroyed goods on the date store is notified of loss, damaged, and/or destruction.

iii. The monthly storage charge applicable to such loss, damaged and/or destroyed goods.

iv. \$0.50 per pound for said loss, damaged and/or destroyed goods.

The customer/ordering party acknowledges that the Service Provider never has the capacity of either sender or recipient of the goods for which it acts as a freight forwarder, and that it acts in the capacity of simple warehouse keeper acting exclusively in the name and on behalf of the customer/ordering party. As such, the customer/ordering party agrees to immediately take responsibility for and pay the beneficiary any sum that may be claimed from the Service Provider.

7.2.6. Container depot
If containers handled by the Service Provider are not delivered in the same condition or in the agreed condition to the customer/ordering party, the Service Provider, except in case of Force Majeure and any other provisions in the present conditions, shall be liable for the related damage and/or loss insofar this damage and/or loss is caused by a fault or negligence of the Service Provider, its representatives, personnel and/or subcontractors, if any. The customer/ordering party has the burden of proof that the damage and/or loss occurred between the time of Reception and the time of Delivery as stipulated in these Conditions.

Except when the damage or loss is caused by the negligence of the Service Provider's management, the liability of the Service Provider under these terms and conditions is limited to the lesser of the following:

i. The actual cost to store of replacing, or reproducing the loss, damaged, and/or destroyed goods together with the cost of the monthly storage charge applicable to such loss, damaged and/or destroyed goods.

ii. The fair market value of the loss, damaged, and/or destroyed goods on the date store is notified of loss, damaged, and/or destruction.

iii. The monthly storage charge applicable to such loss, damaged and/or destroyed goods.

iv. \$0.50 per pound for said loss, damaged and/or destroyed goods.

The customer/ordering party acknowledges that the Service Provider never has the capacity of either sender or recipient of the goods for which it acts as a freight forwarder, and that it acts in the capacity of simple warehouse keeper acting exclusively in the name and on behalf of the customer/ordering party. As such, the customer/ordering party agrees to immediately take responsibility for and pay the beneficiary any sum that may be claimed from the Service Provider.

7.2.7. Customs services
The responsibility of the Service Provider for any services in terms of customs business, whether import or export, USD \$150 per entry or the amount of brokerage fees paid to the Service Provider for the applicable entry, whichever is less.

7.2.8. Carriage of goods by seagoing ship
When the carriage of goods takes place by seagoing ship, whether as the sole means of transport or as part of a multimodal contract of carriage, the Service Provider's liability will be limited according to the terms and conditions of the SEAFRIGO USA House Bill of Lading incorporated in these terms and conditions by clause 4.4. The Service Provider will not be considered a carrier.

7.2.9. All other services
The Service Provider is only liable for its proven fault.

In the case of claims that are not otherwise covered in these Conditions, the lesser of: (1) the cost to provide replacement Services, whether such replacement Services are provided by the Service Provider or another third party; (2) the amount determined by and specified in the applicable Conventions or in any Applicable Laws; or (3) USD \$5,000 per occurrence.

7.3. Indemnifiable damage
Unless stated differently in mandatorily applicable law, the Service Provider will, even in the event of gross negligence, only be held liable to remedy the direct property damage caused to goods that it could foresee at the time of the contract, expressly excluding, in particular without being limited thereby, any consequential or immaterial losses, operating losses and any other damage whatsoever.

The customer/ordering party acknowledges that the Service Provider is not responsible for any consequential or immaterial losses, operating losses and any other damage whatsoever.

The customer/ordering party acknowledges that the Service Provider is not responsible for any consequential or immaterial losses, operating losses and any other damage whatsoever.

All quotes and prices provided by the Service Provider, are established and/or published by taking into account the limitations of liability stipulated above.

7.4. Declaration of value or insurance order
When the value of the goods covered by the contract exceeds the aforementioned limits of liability, the ordering party must:

- either bear, in the event of loss or damage, the difference between the Service Provider's liability limits and the value of the goods.

- or give instructions to the Service Provider, in accordance with Article 3, to take out insurance on its behalf, specifying the risks and values to be insured, with these instructions having to be renewed for each shipment.

8 | SPECIAL TRANSPORT

If the goods carried have to be carried under specific circumstances (including, but not limited to refrigerated goods, hazardous goods, etc.), the sender/recipient has to provide any instructions concerning these goods at least 24 hours before the Service Provider or his subcontractor takes possession of these goods. Failure to do so will result in the exclusion of liability of the Service Provider for failing to provide the specialized equipment to carry the goods.

9 | CONDITIONS OF PAYMENT

The services, unless expressly agreed otherwise in writing by the parties, immediately payable upon receipt of the invoice, at the place where they were issued. Any offsetting of the amounts invoiced by the Service Provider is prohibited.

When, by way of exception, specific payment deadlines have been agreed, these may in no case exceed thirty days following the date of issue of the invoice. Any partial payment will be applied first to the unsecured portion of the outstanding amount.

Failure to pay any invoice by the due date will result in immediate forfeiture of any payment credit to any other outstanding amounts due to the Service Provider. In addition, the Service Provider reserves the right to suspend any new services until full payment of the outstanding amounts.

No non-payment of any invoice in its due date shall, by operation of law and without notice of default being required, by the mere fact of non-payment, create a statutory interest as stipulated in Article 993 of the Civil Code of Panama.

In addition, if an invoice has remained unpaid after the deadline has lapsed, the outstanding amount of the invoice will be automatically increased without requiring any formal notice with 10%, with a minimum of US\$40.

The Service Provider is entitled to claim compensation for any proven damages in addition to such lump sum compensation.

10 | LIEN AND RIGHT OF RETENTION

Regardless of the capacity in which the Service Provider intervenes, the customer/ordering party expressly recognizes that the Service Provider, as well as any company of the SEAFRIGO group, has a contractual right of lien deemed as a right of retention and of general and permanent retention of all the goods, values and documents in the possession of the Service Provider and/or of any company of the SEAFRIGO group, as a guarantee for all receivables, whether due or not (invoices, interest, costs incurred, etc.), that the Service Provider and/or an entity of the SEAFRIGO group holds against it,

even prior or unrelated to the services carried out with regard to said goods, values and documents.

All goods, documents and funds the Service Provider holds for the customer/ordering party, shall constitute a pledge for all claims that the Service Provider has against the customer/ordering party. If the latter fails to pay the Service Provider, and for which the Service Provider holds a right of retention and/or a right of pledge on the basis of the contract between them, the Service Provider shall have the right to sell the goods stored at his premises at the expense of the customer/ordering party for his own benefit in compliance with the Act of May 15 1872. The Service Provider shall, for the purposes of this article 10, be considered a "commissionary" ("Comisionario") in the sense of article 11 of the Act of May 1872. If the debt is not paid when due, the Service Provider may, after having served a demand notice on the customer/ordering party, obtain authorization, by filing an application to the president of the enterprise, to have the Goods sold, either publicly or through private sale at his discretion, by such person as he may designate. The aforementioned procedure shall leave unaffected any other right or procedure of sale of pledged goods that may be available to the Service Provider pursuant to Applicable Laws.

11 | TERM AND TERMINATION

Unless otherwise agreed upon in writing, any agreement between the Service Provider and the customer/ordering party is concluded for an indefinite term but can be terminated by either party upon three (3) months notification. If a party has repeatedly not complied with a substantial obligation established in the agreement, and if the breach has remained unremedied after thirty (30) days after formal notification thereof to the general management of the breaching party (manager, managing Director,...), the other party can terminate the agreement at all times provided a further thirty (30) day notice is given.

Either Party can terminate the agreement by formal notice in case the other party is subject to liquidation or dissolution proceedings, insolvency, bankruptcy and/or any other collective proceedings, such as restructuring under court authority.

In the event of termination of the agreement, the agreement and/or services have been partially executed, the termination will only regard the future and all costs and expenses made will be invoiced in accordance with the agreement and paid by the customer/ordering party.

If a situation of force majeure continues for more than thirty (30) days, the agreement can be terminated by the customer/ordering party, without possibility to claim compensation for any damages resulting therefrom.

12 | TIME LIMIT

All of the actions to which the contract established between the parties may give cause are time barred one year after execution of the service in question and, in matters of customs and duties recovered after-the-fact, following the fiscal notification.

The time limit for the actions to which the contract established between the parties may give cause is time barred after the fact of a multimodal contract of carriage, all actions to which the contract may give cause are time barred after nine (9) months after delivery of the goods or the date when the goods should have been delivered, pursuant to the House Bill of Lading.

13 | CONFIDENTIALITY AND DATA PROTECTION

13.1. All information obtained by either the Service Provider or the customer/ordering party shall be subject to the strictest confidentiality.

13.2. For the purposes of clause, the "Disclosing Party" shall be the party that discloses confidential information to the "Receiving Party" under this agreement. Similarly, the parties agree that the "Receiving Party" shall be the party that receives confidential information from the "Disclosing Party" under this agreement. Furthermore, for the purposes of this clause, the "Disclosing Party" shall be the party that discloses confidential information to the "Receiving Party", which will be confidential and accessible to the "Receiving Party" shall include information that is not publicly known and includes, but is not limited to, all tangible or intangible information, whether oral or written, electronic, recorded, microfilm, or by any other means, concerning products, prices, business plans, marketing or promotion of any product, business practices and/or policies, system programs, software, accounting and financial information, legal, technical, trademarks, industrial designs, organizational, customer information, business contacts, customer data, including customers' names, addresses, workplaces, etc.

The "Disclosing Party" shall be the party that discloses confidential information to the "Receiving Party", which will be confidential and accessible to the "Receiving Party" shall include information that is not publicly known and includes, but is not limited to, all tangible or intangible information, whether oral or written, electronic, recorded, microfilm, or by any other means, concerning products, prices, business plans, marketing or promotion of any product, business practices and/or policies, system programs, software, accounting and financial information, legal, technical, trademarks, industrial designs, organizational, customer information, business contacts, customer data, including customers' names, addresses, workplaces, etc.

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