

NON-DISCLOSURE AGREEMENT

The Undersigned:

1. [] B.V., a company with limited liability established under the laws of the Netherlands, having its seat and offices at [], The Netherlands, hereinafter referred to as the "**Company**", for the purposes hereof legally represented by [];

and

2. [], having its seat and offices at () [], at [], [], hereinafter referred to as the "[]", for the purposes hereof legally represented by [];

Parties under (1) and (2) hereinafter referred to as the "Party" or "Parties",

Whereas:

- Parties consider that in order to evaluate business opportunities that may be of interest to them, it may be mutually beneficial to exchange information which each Party consider to be Proprietary Information;
- Parties hereby agree that, except as may otherwise hereafter be agreed in writing, the following terms and conditions shall be applicable to all meetings and communications between employees and/or representatives of the Company and [] in connection with an investigation and evaluation of the feasibility of a business relationship between the Company and [] in the field of [], and every activity concerning [] hereinafter called the "Authorized Purpose".

Have agreed as follows:

1. Information may be transferred between the Parties to the extent necessary to fulfil the "Authorized Purpose". Such Information may be, without limitation, in the form of business and/or financial records, samples, photographs, drawings,

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hardware, software or any information of any form or characteristic designated by either Party verbally or by writing as mentioned hereto under 1, stamp or legend to be Proprietary Information at the time of its disclosure.

Each Party hereto and its affiliated and associated companies undertake not to disclose Proprietary Information obtained in any tangible and/ or intangible form from the other Party and its affiliated and associated companies to any third party, not to allow that such disclosure is made and to make available to Proprietary Information to such of its and its affiliated and associated companies' personnel only as have a need to know in the framework defined in the preamble and as have undertaken to keep secret during the term of this agreement.

- 2.. Any Proprietary Information disclosed or transferred by either Party under this Agreement shall be and remain the property of the disclosing Party.
3. Neither Party shall disclose, in whole or in part, by any means whatsoever, any Proprietary Information provided by the disclosing Party to any third party without express prior written consent of the disclosing Party.
4. The Parties agree, that unless the disclosing Party gives its prior written authorization, they shall, during a period of five years from the date of disclosure of any Proprietary Information hereunder.
 - a. not use the Proprietary Information disclosed by the other Party pursuant to clause 1 for any other purpose than for the Authorized Purpose,
 - b. utilise the same degree of care to preserve and protect the other Party's Proprietary Information from disclosures as they use to protect their own Proprietary Information, which will not be less than reasonable care,
 - c. limit circulation of Proprietary Information disclosed by the other to such employees of the Parties and of their authorized affiliated companies as have a need to know in connection with the Authorized Purpose.
- 5 The Parties agree that information disclosed pursuant to this Agreement which would otherwise be Proprietary Information shall not be deemed Proprietary Information to the extent that it:
 - a. is or becomes part of the public domain without violation of this Agreement; or
 - b. is known to the Party prior to disclosure by or receipt from the disclosing Party; or
 - c. disclosed with the prior written consent of the disclosing Party; or

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- d. is lawfully obtained by the receiving party from a third party; or
- e. is independently developed by the receiving Party without reliance on the other Party's Proprietary Information; or
- f. is disclosed pursuant to administrative or judicial action, provided that the receiving party shall use its best efforts to maintain the confidentiality of the Proprietary Information by asserting in such action any applicable privileges, and shall, immediately after getting knowledge or receiving notice of such action, notify the disclosing party thereof and give the disclosing Party the opportunity to seek any other legal remedies so as to maintain such Proprietary Information in confidence.

If only portion of the Proprietary Information falls under any of the above subsections, then only a portion of the Proprietary Information shall be excluded from the use and disclosure restrictions of this Agreement.

- 6. Any disclosure of Proprietary Information under this Agreement shall not constitute prior publication or public use regarding Patent eligibility. Nothing herein contained shall be construed as a grant by implication, estoppel or otherwise, of a license by either party to make, use or sell any product using Proprietary Information or as a license under any copyright or any other intellectual property right.
- 7. Neither Party is obligated to disclose Proprietary Information by reason of this Agreement. No warranty whether express, implied or otherwise, is made regarding the accuracy, usefulness or performance of Proprietary Information provided hereunder, and neither Party assumes liability for use of or reliance on any Proprietary Information received from the other Party.
- 8. This Agreement shall be effective for a period of five (5) years after the date of the execution below.
- 9. The receiving Party will return all Proprietary Information to the disclosing Party within one month upon the disclosing Party's written request.
- 10. The Parties acknowledge that any unauthorized disclosure or use by either of them of any Information or Results, or any breach by either of them hereunder, will result in irreparable injury to the non-breaching Party, and each agrees that in the event of any legal action arising out of any breach or threatened breach of this Agreement, either of them shall be entitled to injunctive relief prohibiting the breach of any provision hereunder and/or mandate compliance therewith until final judgement is entered in such legal action.

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- 11 This Agreement shall be governed and construed in accordance with the laws of [_____].
- 12 All disputes arising in connection with the present Agreement, or further agreements resulting thereof, which the Parties hereto are unable to settle amongst themselves in an amicable manner, shall be finally settled in accordance with the rules of the Netherlands Arbitration Institute (Nederlands Arbitrage Instituut). The arbitral tribunal shall be composed of *one/three* arbitrators. The Place of arbitration shall be Rotterdam, the Netherlands. The arbitral procedure shall be conducted in the English language.

In witness whereof, the Parties cause this Agreement to be executed by their duly authorised representations below:

Signed:

Signed:

For and on behalf of

For and on behalf of

By:

By:

Title:

Title:

Date:

Date: