

AGREEMENT ON CONFIDENTIAL AND PROPRIETARY INFORMATION

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 "[]", 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 individually and alternatively "Receiving Party" and "Disclosing Party" or "Party", or together "Parties."

Whereas±

- A. [] is engaged in the development, manufacture and sale of [];
- B. [] is engaged in development, manufacture and sale of injection molding solutions for volume production of [];
- C. the Parties intend to evaluate possibilities of co-operation in the field of turnkey solutions for [] production by means of [] technologies;
- D. during the course of these discussions, negotiations and other activities it may become desirable or necessary for the Parties to disclose to each other certain information of a proprietary or confidential nature; and
- E. the Parties wish to set forth the terms and conditions governing the disclosure, use and protection of such information;

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the Parties hereto agree as follows:

1 Subject/ information

- 1.1 As used in this agreement (hereinafter referred to as "Agreement") the term "Confidential Information" shall mean any trade secrets or confidential or proprietary information disclosed by the Disclosing Party to the Receiving Party or which becomes

DRAFT FOR DISCUSSION PURPOSES ONLY

known to the Receiving Party while performing the activities described in the Preamble above, whether in writing, orally, stored on data carriers, in the form of samples, models or otherwise. Orally disclosed Confidential Information will be considered confidential if the Disclosing Party says it is confidential and summarizes it in a written document marked as confidential. Such written summary shall be delivered to the Receiving Party within forty five (45) calendar days upon the date of oral disclosure. Confidential Information disclosed in writing shall be noted as such, whether by letter or by the use of an appropriate stamp or legend.

1.2 However, information disclosed by the Disclosing Party hereunder shall not be considered as Confidential Information if the Receiving Party demonstrates that such information is:

- (a) known to the Receiving Party prior to the time of disclosure;
- (b) in the public domain at the time of disclosure or thereafter becomes publicly known through no breach of this Agreement by the Receiving Party;
- (c) obtained by the Receiving Party from a third party which has the right to disclose such information;
- (d) independently developed by the Receiving Party by employees which had no access to and which did not use Confidential Information of the Disclosing Party as evidenced by the Receiving Party's written records.
- (e) disclosed by Receiving Party pursuant to the requirement of a governmental agency or court provided that the Receiving Party has informed the Disclosing Party upon such court or agency order without delay and provided that such court or agency order has become unappealable in spite of the Receiving Party's best efforts.

2 Confidentiality

2.1 The Receiving Party shall:

- (a) hold in strict confidence and shall not disclose to the public domain or to any third party whether or not bound by a non-disclosure agreement Confidential Information except in case that it is expressly authorized in writing by the Disclosing Party. Confidential information may be disclosed without such authorization only to Affiliates of the Receiving Party in case that (i) such disclosure is necessary or suitable with regard to the activities described in the Preamble above and (ii) the Affiliate is bound in writing by the Receiving Party to protect the confidentiality of the Confidential Information. For the purposes of this Agreement "Affiliate" means a company directly or indirectly

controlling or under the control of a Party. The term "control" means the ownership of at least 50% (fifty percent) of the voting stocks or shares.

- (b) not copy, modify, adapt or use the Confidential Information for other purposes than those specified in the Preamble above;
- (c) at all times take the necessary precautions to keep the Confidential Information confidential, and such precautions shall in no event be less than those the Receiving Party utilizes to protect its own proprietary information and trade secrets. The Receiving Party hereby represents to the Disclosing Party that policies and procedures have been instituted which provide adequate protection for the Receiving Party's own confidential information.
- (d) restrict disclosure of the Confidential Information to those employees who have duties towards the Receiving Party to undertake the activities described in the Preamble above and who are bound, whether as a condition of their employment/consultancy or otherwise, by a written non-disclosure agreement of at least equal scope to this Agreement and which extends to the Confidential Information; and to disclose the Information only to the extent that is strictly necessary for each of such employees and/or consultants to perform such duties for the Receiving Party. Notwithstanding the foregoing, the Receiving Party shall be jointly liable to the Disclosing Party with each of the Receiving Party's employees, former employees, consultants and former consultants at all times, regardless of termination of any labor, employment, consultancy or other relationship, for any breach of confidentiality or non-disclosure obligations by any such person in connection with the Confidential Information.

3 Property

- 3.1 The Confidential Information and all tangible material including without limitation documents, drawings, data carriers, and samples which contain, include or embody the Confidential Information shall remain the sole and exclusive property of the Disclosing Party and shall, as well as any copies thereof, be returned without undue delay upon written request to the Disclosing Party or destroyed at the Disclosing Party's sole option. If the Disclosing Party elects destruction the Receiving Party shall certify such destruction promptly upon written request. The Receiving Party hereby acknowledges the right, title and interest of the Disclosing Party in and to the Information.
- 3.2 All rights, title and interest in the Confidential Information shall remain with the Disclosing Party. The Receiving Party shall not at any time infringe, contest, dispute or question such right, title or interest nor aid others in doing so, directly or indirectly. Nothing contained in this Agreement shall be construed as granting a

DRAFT FOR DISCUSSION PURPOSES ONLY

license under any patent, copyright or other intellectual property right of the Disclosing Party with respect to the Confidential Information except the right use the Confidential Information in accordance with the terms and conditions of this Agreement.

- 3.3 No Party does make any representation, neither expressed nor implied, as to the adequacy, sufficiency, or freedom from defect of any kind, including freedom from any patent, copyright, trade secret or other proprietary rights infringement that may result from the use of the Confidential Information, nor shall the Parties incur any responsibilities or obligations whatsoever by reason of the furnishing or receiving of such Confidential Information, except as provided in this Agreement.
- 3.4 Nothing contained in this Agreement shall be construed as an obligation to disclose any Confidential Information to the other Party, or to enter into any other agreement or relationship with the other Party. The Parties do not intend that any agency or partnership relationship is created by this Agreement.

4 Covenant

The Receiving Party acknowledges that the Confidential Information is the valuable proprietary information and/or confidential trade secret of the Disclosing Party and that the Disclosing Party will sustain irreparable financial and business loss by any breach of the terms and conditions of this Agreement and money damages may not afford the Receiving Party an adequate remedy. Therefore the Disclosing Party shall be entitled in the event of a breach of this Agreement by the Receiving Party, without prejudice to all attendant remedies granted under law or equity, to all injunctive or other court-ordered relief that may be available against a threatened or continuing breach.

5 Duration

- 5.1 This Agreement comes into effect when signed by both Parties and remains effective for a period 2 (two) years thereafter. It may be terminated in writing any time prior to the end of this term by either Party; termination will become effective thirty (30) days after the date of receipt of the termination notice.
- 5.2 The obligations to protect Confidential Information shall survive the term of this Agreement for a period of five (5) years irrespective whether this Agreement has been terminated prior to the end of the term.

6 Miscellaneous

DRAFT FOR DISCUSSION PURPOSES ONLY

- 6.1 This Agreement contains and constitutes the entire understanding and agreement between the Parties with regard to the exchange and protection of the Confidential Information and it supersedes all previous written and oral understandings and agreements relative to the exchange and protection of Confidential Information to the extent that they contain provisions for the handling and protection of Confidential Information.
- 6.2 This Agreement may not be amended or modified except by a subsequent agreement in writing by duly authorized officers or representatives of the Parties. Termination notice must be transmitted by registered letter or facsimile transmission.
- 6.3 This Agreement may neither in whole nor in part be transferred or assigned by one Party hereto to a third party without the prior written consent of the other Party.
- 6.4 The Parties hereto consider the restrictions contained herein to be reasonable to protect their respective business. If, however, such restrictions are found by any court having jurisdiction to be unreasonable because they are (or any one of them is, as the case may be) too broad, then such restrictions will nevertheless remain effective, but shall be considered amended as to the protection of the respective business (or any one of them, as the case may be) in whatever manner is considered reasonable by that court, and as so amended shall be enforced.
- 6.5 This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.
- 6.6 A waiver of any term or condition in one instance shall not be deemed to be a waiver of such term or condition in any other instance.

7 Offence

The Parties acknowledge that the wrongful disclosure or use of Confidential Information could be considered a criminal offense under the applicable competition laws and the applicable laws for the protection of the stock market. The Parties acknowledge that such act could also be considered a criminal offense under other criminal statutes in other jurisdictions.

8 Applicable law

This Agreement shall be subject to and interpreted in accordance with the laws of [_____] excluding its conflict of laws principles.

9 Dispute resolution

All disputes and controversies arising out of or in connection with this Agreement shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be_____,_____. The procedural laws of the place of arbitration shall apply where the Rules are silent. Arbitration language shall be English. The costs of the arbitration procedures and the reasonable attorney costs of the prevailing Party shall be borne by the defeated Party. This arbitration clause shall not prohibit a Party to apply for injunctive relief at any competent state or federal court.

For _____:

For _____:

Date:

Date:
