



## NON-DISCLOSURE AGREEMENT (NDA)

### BETWEEN:

....., and its affiliates, having its registered office at ..... Date: .....

### AND

**DeltaProto B.V.** and its affiliates, having its registered office at Hellingweg 10, 1151 CS Broek in Waterland, Netherlands.

Hereinafter referred to individually as a "Party" or collectively as the "Parties".

### WHEREAS:

- The Parties intend to exchange Confidential Information with each other in connection with the establishment of a possible cooperation between the Parties and/or during such cooperation (the "Purpose").
- The Parties wish to establish the terms and conditions under which the Confidential Information will be exchanged or used, or any related obligation.
- The Parties are aware that the Confidential Information should be handled with care.
- This Agreement supersedes any other agreement between the parties relating to, among other things, the confidentiality of the Confidential Information.
- This Agreement shall be binding on the (legal) successors, heirs and permitted assigns of each Party.
- This Agreement shall take effect on the date on which the last Party signs this Agreement.

### Article 1 - Definitions.

- "Affiliate" means any entity that is directly or indirectly controlled by a Party or any entity that directly or indirectly controls a Party. Control in this context means the direct or indirect ownership of fifty percent (50%) or more of the outstanding shares of stock or other voting power to elect the management of the entity.
- "Agreement" means this Mutual Confidentiality Agreement.
- "Confidential Information" as defined in Article 3.
- "Disclosing Party" means the Party sharing the Confidential Information with the Receiving Party.
- "Information" means any information, whether Confidential Information or not;
- "Receiving Party" means the Party receiving the Confidential Information from the Disclosing Party.
- "Third Party" means any person or entity that is not a Party or an Affiliate.

Initials:

- Other definitions are identified, explained and capitalised in the Agreement.

## **Article 2 - Scope of the Agreement.**

The Parties hereby agree that:

- (a) The following provisions shall apply to all meetings, inspections and all possible forms of communication between the Parties, their employees, contractors and other representatives.
- (b) All information exchanged in connection with the foregoing meetings and/or other communications shall be considered Confidential Information as described in Article 3.
- (c) The Parties shall use and disclose the Confidential Information only in accordance with the purpose of this Agreement.

## **Article 3 - Confidential Information.**

- Par informations confidentielles, on entend toutes les informations, y compris, mais sans s'y limiter, les données commerciales et/ou financières, les spécifications, le matériel visuel, les présentations, les dessins, les fichiers techniques, le savoir-faire, la propriété intellectuelle, les autres documents (sous quelque forme que ce soit), les prototypes ou les échantillons, concernant les produits, les dispositifs, les matériaux, les systèmes, les services, les logiciels, les processus, la recherche et le développement, les essais et les résultats des essais, le marketing et les ventes, en possession de l'une ou l'autre partie et reçues par la partie destinataire de la part de la partie divulgatrice conformément à l'objet, que ces informations soient ou non marquées comme confidentielles et qu'elles soient ou non fournies oralement, par écrit, visuellement ou de manière tangible.
- L'existence et les conditions du présent accord ainsi que l'existence et la nature des relations entre les parties sont considérées comme des informations confidentielles au titre du présent accord.
- Les informations confidentielles cessent d'être des informations confidentielles si elles :
  - (a) is already in the public domain prior to the disclosure of the Confidential Information to the Receiving Party.
  - (b) has become publicly available without being attributable to the Receiving Party.
  - (c) was already known to the Receiving Party. The Receiving Party must be able to prove such knowledge.
  - (d) was lawfully received by the Receiving Party from a third party without any obligation of confidentiality.
  - (e) was developed entirely independently by the Receiving Party without the use of the Disclosing Party's Confidential Information.

## **Article 4 - Use and disclosure of confidential information.**

- The Parties shall use the Confidential Information received only in accordance with the purpose and for the mutual benefit of the Parties.
- Nothing in this Agreement shall create any obligation to share Confidential Information. The parties are free to determine what information they wish to share with the other party.
- The receiving Party shall share the Confidential Information only with its employees, contractors, agents and representatives who need the Confidential Information for the Purpose.
- The Parties expressly agree that the Confidential Information may be disclosed by the receiving Party to a third party only with the written consent of the disclosing Party and only

if such third party requires the Confidential Information in connection with the Purpose and the receiving Party has entered into a confidentiality agreement with such third party.

- The confidentiality agreement shall not contain terms and conditions that are less stringent than the provisions of this Agreement. In the aforementioned case, the Receiving Party shall be responsible for the confidential treatment of the Confidential Information by the Third Party.
- Upon termination of the Agreement or upon written request of the Disclosing Party, the Receiving Party shall destroy or return all Confidential Information. The Receiving Party may maintain a periodic electronic backup and may also retain a copy for archival and compliance purposes in connection with any disputes that may arise under this Agreement.
- The Receiving Party shall be responsible for and shall ensure that its employees, contractors, agents and representatives act in accordance with this Agreement.
- In any event, the Parties shall treat the Confidential Information with reasonable care to prevent unauthorised disclosure.
- The Receiving Party may disclose Confidential Information if required to do so by a decision or order of a court of competent jurisdiction. In such case, the Receiving Party shall promptly notify the Disclosing Party prior to disclosure of the Confidential Information. In addition, the Receiving Party shall, to the extent possible, limit the disclosure in any way.

#### **Article 5 - Disclosure and confidentiality period.**

- This Agreement shall be effective as of the date of the last signature hereof and shall continue until terminated in writing by either Party;
- All confidentiality and use obligations under this Agreement shall survive the termination or other expiration of the Agreement.

#### **Article 6 - Intellectual property.**

- Nothing in this Agreement shall be deemed to constitute an assignment or grant to either party of any right to any background or foreground intellectual property or knowledge, other than the limited right to use the Confidential Information as provided in this Agreement.

#### **Article 7 - Warranty and liability.**

- The Disclosing Party makes no warranty as to the accuracy and correctness of the Confidential Information and further makes no warranty that the Confidential Information does not infringe the Intellectual Property Rights of any third party.
- The Parties shall have no responsibility or liability whatsoever and make no warranty as to the completeness, usefulness or accuracy of the Confidential Information.
- The Disclosing Party shall not be liable for any consequences related to the Receiving Party's use of the Disclosed Information, including, but not limited to, indirect, general, special, incidental, exemplary damages for loss of business profits, business interruption or other pecuniary loss.
- The Receiving Party acknowledges that an unlawful disclosure of the Confidential Information may cause irreparable harm to the Disclosing Party and that there are no remedies at law that can cover such risk and harm, therefore, in addition to other remedies available to it, the Disclosing Party shall be entitled to seek injunctive relief to prevent irreparable harm and to obtain the cessation of such breaches.

**Article 8 - Publicity.**

- Only the disclosing Party shall have the right to disclose, issue or otherwise publish publications containing Confidential Information.
- A Party shall not, without the prior written consent of the other Party, disclose or publish any information concerning the relationship between the Parties.

**Article 9 - Amendments to the Agreement.**

- Amendments to this Agreement may only be made by the Parties in writing.
- A Party may not transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other Party. Such written consent of the other party shall not be unreasonably withheld.

**Article 10 - Applicable law and competent court.**

- The parties agree that all claims, disputes and/or controversies arising out of, out of or in connection with this Agreement shall be resolved amicably through good faith consultation and negotiation;
- In the event that any provision of this Agreement is found to be invalid, void, or unenforceable, such provision shall be deemed amended to a provision consistent with legal possibilities or, in the event that such amendment is not possible in accordance with law, such provision shall be declared partially void. The other provisions of the Agreement shall remain in full force and effect in the aforementioned case;
- This Agreement and the relationship between the parties under this Agreement shall be governed exclusively by Dutch law. All disputes arising from this Agreement or related to this Agreement shall be settled exclusively by the competent court of the District Court of Noord-Holland, location Amsterdam.

**Article 11 - Other rules.**

- This Agreement:
  - (a) does not create any partnership, joint venture or other relationship between the Parties.
  - (b) does not create any obligation to carry out any transaction.

**So, agreed and signed by the duly authorised representatives of the Contracting Parties.**

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**DeltaProto B.V.**



Name:  
Function:  
Date:

Name: M. Wanninkhof  
Function: CEO  
Date: