

Non-disclosure agreement

_____ having its registered office at _____
(hereinafter referred to as "_____") on the one part and the VDB Holding B.V. (in whatever quality) (hereinafter referred to as "the Contracting Party") on the other part hereby agree that the following terms and conditions (hereinafter referred to as "Agreement") shall be applicable to all meetings and communications between employees and/or representatives of _____ and the Contracting Party in connection with an investigation and evaluation of the Contracting Party in the field of the (further) development of _____ hereinafter referred to "Authorized Purpose".

Clause I

Information may be transferred between the parties to the extent necessary to fulfill the Authorized Purpose. Such information may be, without limitation, in the form of description of products and services, business and/or financial records, specifications, samples, photographs, drawings or other documents or material.

To the extent that such information is considered confidential, the disclosing party will so indicate to the recipient party (a) in the case of information disclosed in documentary or tangible form, by labeling, same as "confidential", "proprietary", "copyright", or the like, or (b) in the case of intangible disclosures, such as oral, visual, or machine readable disclosures of information, by confirming same as proprietary in writing within one month of disclosure. Information so labeled or confirmed is hereinafter referred to as "Confidential Information".

Clause II

All Confidential Information disclosed or transferred by either party to the other shall remain the property of the disclosing party.

The disclosing party will provide all Confidential Information on an "as is" basis, without any warranty whatsoever, whether express, implied or otherwise, regarding its accuracy, completeness, or otherwise, and neither party shall be liable for any direct, special, incidental, consequential, or other damages. The receiving party will return all Confidential Information and any copies thereof immediately to the disclosing party upon the disclosing party's first written request.

Clause III

The parties agree that, unless the disclosing party gives its prior written authorization, they shall, during a period of three (3) years from the date of disclosure of any Confidential Information hereunder:

- a. Not use the Confidential Information disclosed by the other pursuant to Clause I for any other purpose than for the Authorized Purpose;
- b. Protect the other party's Confidential Information against disclosure in the same manner and with the same degree of care, but not less than reasonable degree of care, with which the receiving party protects confidential information of its own;
- c. Limit circulation of the Confidential Information disclosed by the other to such employees and/or Representatives of the parties and their affiliated companies as have a need to know in connection with the Authorized Purpose.

Clause IV

The parties agree that information disclosed by the parties pursuant to this Agreement which would otherwise be Confidential Information shall not be deemed Confidential Information to the extent that it can be proven by written records that said information:

- a. is or becomes part of the public domain without violation of this Agreement;
- b. is known and on record at the receiving party prior to disclosure by the disclosing party;
- c. is lawfully obtained by the receiving party from a third party who is not bound by similar confidentiality obligations;
- d. is developed by the receiving party completely independently of any such disclosure by the disclosing party;
- e. is ascertainable from a commercially available product; 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 Confidential Information e.g. by asserting in such action any applicable privileges, and shall immediately after gaining knowledge or receiving notice of such action, notify the disclosing party and give the disclosing party the opportunity to seek any other legal remedies so as to maintain such Confidential Information in confidence.

If only a portion of the Confidential Information falls under any of the above sub sections, then only that portion of the Confidential Information shall be excluded of the use and disclosure restrictions of this agreement.

Clause V

Nothing herein contained shall be construed as a grant implication, or otherwise, of a license of any kind by either party to the other e.g. to make, have made, use or sell any product using Confidential Information or as a license under any patent, patent application, utility model, copyright, mask work right, or any other intellectual property right. Disclosure of Confidential Information does not imply or obligate either party to enter into any binding arrangement unless executed in writing by duly authorized representatives of both parties.

Clause VI

Written communication with respect to Confidential Information under this Agreement shall be addressed only to the following respective persons (or to such other person as either party may from time to time designate in writing):

Name:
Attn.: Mr./Ms.:
Address:
Postal code & City:
Country:

Contracting Party:
VDB Holding B.V.
Attn.: M.L.B. van den Biggelaar
Banstraat 54 III
1071 KB AMSTERDAM
The Netherlands

Clause VII

Neither party may transfer or assign any or all its rights and/or obligations or delegate the performance of any or all of its obligations under this Agreement, directly or indirectly, through acquisition, merger or otherwise, without a prior written consent of the other party.

No such consent is required in case of a transfer, assignment or delegation to any affiliated company, provided said affiliated company and the transferor are bound by the obligations and restrictions described in this Agreement.

Clause VIII

This Agreement shall be governed and construed in accordance with the laws of the Netherlands without giving effect to its conflicts of laws provisions.

Unauthorized disclosure of Confidential Information will diminish the value of the proprietary interests that are the subject of this Agreement. Therefore, in case the receiving party breaches any of its obligations hereunder, the disclosing party shall be entitled to equitable relief in order to protect its interest therein, including but not limited to injunctive relief, as well as monetary damages. The prevailing party in any such dispute shall be entitled to receive a reasonable sum for its attorney's fees and costs of litigation in addition to any other relief to which it may be entitled.

Clause IX

This Agreement shall govern the exchange of information during a period of twelve (12) months and be effective as from _____.

However, those terms and conditions of this Agreement which are by their nature meant to survive the term of this Agreement, shall so survive.

_____.

VDB Holding B.V.

Name:

Name: Mr. M.L.B. van den Biggelaar

Title:

Title: Director