

MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("**Agreement**"), effective as of the date of the "**signed agreement**" entered into by and between,

THE UNDERSIGNED:

Findest B.V. a company incorporated under the laws of the Netherlands, with its registered office at De Boelelaan 1085, Amsterdam ("**Findest**").

and

The client as described in the signed agreement. ("**Client**"),

Each herein referred to individually also as a "**Party**" and jointly as "**Parties**".

WHEREAS:

- A. Findest is specialised in Technology Scouting, and uses IGOR^{AI} to find technological solutions.
- B. The client conducts research and development activities for the purpose of improving the business, including (but not limited to) quality and quantity improvements in respect of existing products and processes, as well as developing new innovations for both existing as well as new customer segments, which activities are of a highly confidential nature;
- C. Findest and the client will enter a collaboration targeting Technology Scouting for Innovation and Technical Challenges (the "**Project**");
- D. In the course of the project, it is anticipated that each Party and/or their respective affiliates provide the other Party with Confidential Information as defined below for the purpose of successfully scouting technologies within scope of the Project, and improve the method for technology scouting at both Findest and the client (the "**Purpose**");
- E. Findest and the client have entered into this Agreement in order to assure the confidentiality of the Confidential Information in accordance with the terms of this Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- 1. As used in this Agreement, the term "**Confidential Information**" shall mean any and all information and proprietary materials of one Party (the "**Disclosing Party**") and/or its affiliates, including any information disclosed prior to Effective Date, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, the content and results of the Project, research data, product plans, products, product formulae, trade secrets, know-how, knowledge, technology services, equipment, customer data, market research data, software functionality, inventions, innovations, processes, techniques, designs, drawings, hardware configuration information, marketing and finance documents, prototypes, samples, data sets, plants and equipment), whether or not designated as confidential at the time of disclosure to the other Party (the "**Recipient**").
- 2. Confidential Information shall not include disclosed information to the extent that the Recipient can demonstrate by written and dated or datable material that such disclosed information:

Initials Findest:

Initials Client:

- (a) at the time of disclosure is generally available to the public, or after the time of disclosure becomes generally available to the public through no wrongful act, fault or omission of the Recipient;
 - (b) is rightfully in the Recipient's possession prior to the time of disclosure, and the intended use or disclosure by the Recipient will not violate any restriction on use or disclosure binding on the Recipient;
 - (c) is received by the Recipient from a bona fide third party that did not breach any obligation towards the Disclosing Party disclosing such Confidential Information; or
 - (d) is disclosed by the Recipient in order to comply with the requirements of applicable law or governmental regulation, provided that the Recipient gives the Disclosing Party, where possible prior, written notice of such disclosure.
3. The Recipient shall use any Confidential Information solely for the Purpose. The Recipient shall not disclose any Confidential Information or permit any Confidential Information to be disclosed, either directly or indirectly, to any third party without prior written consent of the Disclosing Party.
4. The Recipient may disclose Confidential Information only to those of their employees, consultants, agents and affiliates who need to know such information for the Purpose. The Recipient shall make sure that these persons having access to Confidential Information shall be under similar obligations of secrecy and restricted-use in respect thereof as the Recipient is obliged to under this Agreement.
5. The Recipient understands that the Disclosing Party is not making any representation or warranty as to the accuracy or completeness of Confidential Information disclosed in accordance with this Agreement. The Disclosing Party shall not have any liability to the Recipient arising out of, or in connection with the use by the Recipient of the Confidential Information.
6. The Recipient shall take reasonable measures to protect the secrecy and avoid disclosure of unauthorized use of Confidential Information. Without limiting the foregoing, the Recipient shall use the same degree of care, but no less than a reasonable degree of care, to prevent the disclosure of Confidential Information to others as it uses to prevent the disclosure of its own Confidential Information. The Recipient shall promptly notify the Disclosing Party of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of Confidential Information.
7. The Recipient agrees that the Disclosing Party and its affiliates are and shall remain the exclusive owners of all Confidential Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement.
8. The Disclosing Party represents and warrants on its own behalf (and on behalf of its affiliates) that by making any disclosure under this Agreement it does not violate any legal obligation by which it is bound.
9. The Parties acknowledge and agree that monetary damages may be an insufficient remedy for the other Party if the Agreement is breached. In addition to any other remedy which may be available in law or equity, the Disclosing Party is entitled to seek injunctive relief to prevent any breach of this Agreement and to compel specific performance of this Agreement.
10. This Agreement may be terminated by either Party by giving thirty (30) days written notice to the other Party, and, unless sooner terminated, shall automatically terminate 12 months from the Effective Date.
11. The Recipient's obligations to protect previously received Confidential Information and the obligation of restricted-use shall survive for unlimited time from the date of termination of the Agreement. In addition, Confidential Information identified by the Disclosing Party in writing as a trade secret and which meets

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legal requirements to be a trade secret, shall always be kept confidential, or at least as long as the Confidential Information remains a trade secret.

12. Upon termination of the Agreement, the Recipient will upon the written request of the Disclosing Party, destroy or delete all documents and other tangible or intangible objects containing or representing Confidential Information and all copies, extracts and reproductions thereof or notes derived therefrom that are in the possession or control of the Recipient, provided that each party may retain one copy of all such Confidential Information solely for its legal files to enable that Party to determine its obligations hereunder.
13. Nothing in this Agreement shall create or be construed to create an obligation of either Party hereto to enter into any further agreement. This Agreement may not be amended or otherwise be modified except by mutual written consent of both Parties, and supersedes all prior agreements, written or oral, between the Parties relating to its subject matter.
14. If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.
15. A Party's failure to enforce any provision of this Agreement shall neither be construed as a waiver of the provision nor prevent the Party from enforcing any other provision of this Agreement.
16. This Agreement shall be governed by and construed under the laws of the Netherlands. Disputes arising from this Agreement shall be finally settled by the competent courts in Amsterdam, The Netherlands. Nothing in this Agreement shall preclude a Party from obtaining injunctive relief from a court of law.

Signed in twofold by:

CLIENT

Findest B.V.

Name:

Vincent Franken

Job Title:

Commercial Director

Place:

Amsterdam

Date:



Initials Findest B.V.:

Initials Client:
