

## Mutual Confidentiality Agreement

This Mutual Confidentiality Agreement ("Agreement"), is made between OC Webontwikkeling (hereafter: "OCW") a Dutch company with offices at Kinkerstraat 116-2, 1053 ED Amsterdam, registered at the Dutch Chamber of Commerce under the number 50835092 and

Name: \_\_\_\_\_

Located in: \_\_\_\_\_ (called "Company")

OCW and Company hereby agree that it may be necessary to provide each other with certain information considered to be proprietary and/or confidential ("Confidential Information") by the Disclosing Party (as defined herein below). The parties hereby agree to receive such Confidential Information of the other party and to disclose such Confidential Information to the other party subject to the following terms and conditions:

1. The term "Confidential Information", as used in this Agreement, shall mean information disclosed pursuant to this Agreement, whether or not specifically identified in this Agreement. Confidential Information shall include any and all technical and business information, whether written, oral or graphic, that representatives of either party may disclose or reveal to the other party, including but not limited to financial plans and records, marketing plans, business strategies and relationships with third parties, client lists, present and proposed products, trade secrets, software, source-coding, information regarding customers and suppliers, founders, employees and affiliates. For purposes of this Agreement, a party hereto that discloses its Confidential Information shall be referred to as the "Disclosing Party" and the party which receives the Confidential Information from a Disclosing Party shall be referred to herein as the "Receiving Party".

2. Each party agrees to protect such Confidential Information of the other party from disclosure to anyone other than the directors, officers and employees of the Receiving Party who have a business related need to have access to such Confidential Information in conjunction with the purposes of this Agreement (hereinafter "Representatives"). Each party will use the same degree of care, but no less than a reasonable degree of care, to protect such Confidential Information of the other party as it uses to protect its own information of like importance.

3. Neither party will make more copies of the Confidential Information received from the other party than is necessary for its use under the terms hereof.

4. Proprietary Information shall not be considered confidential or subject to this Agreement if the Receiving Party can establish that the same: i) became publicly available through no wrongful act of the Receiving Party; ii) was lawfully obtained by the Receiving Party from a third party without any obligation to maintain the Confidential Information as proprietary or confidential; iii) was previously known to the Receiving Party without any obligation to keep it confidential; iv) was independently developed by the Receiving Party; or e) is required to be disclosed by a court order or other lawful government action, but only to the extent so ordered, and provided that the party so ordered shall notify Disclosing Party so that the Disclosing Party may attempt to obtain a protective order.

5. The term for which disclosures may be made under this Agreement shall be five (5) years from the Effective Date ("Term"). Either party may terminate this Agreement during the Term upon thirty (30) days written notice to the other party. Both parties shall be obligated to maintain in confidence and not to use any Confidential Information received hereunder for a period of five (5) years from the date of termination or expiration of this Agreement.

6. Upon written notification by the Disclosing Party, all Confidential Information, and all copies thereof shall be destroyed or returned and not retained by the Receiving Party or its Representatives in any form or for any reason and, upon request, it shall furnish written confirmation that it has done so.

7. For a period of two years after the Effective Date ("Term") of this Agreement neither Company nor her representatives shall solicit for employment or hire any employee of OCW with whom you have had contact and who became known to you solely in connection with its consideration of the purchase; provided, however, that the foregoing provision will not prevent you from employing any such person who contacts you on his own or her own initiative without any direct solicitation by or encouragement from you, provided that general advertisements shall not constitute a solicitation or encouragement.

8. No license to the Receiving Party, under any trademark, patent or copyright or other rights, which are now or may thereafter be owned by the Disclosing Party, or any subsidiary thereof, is either granted or implied by this Agreement.

9. The receiving and the disclosing parties are restricted from disclosing Confidential information exchanged under this agreement to third parties and are restricted from violating third parties intellectual property rights.

10. This Agreement constitutes the entire agreement of the parties with respect to any obligation, which either party has to protect Confidential Information disclosed to the other party. The duties and obligations to protect Confidential Information shall survive termination of this Agreement, and may only be modified or terminated by written agreement signed by both parties, which makes specific reference to this Agreement.

11. The parties recognize and acknowledge that the Confidential Information may have competitive value and be of a confidential nature and that irreparable damage might result to the Disclosing Party if improperly disclosed by the Receiving Party to a third party. Accordingly, each party agrees that in the event of a breach of any of the foregoing provisions, legal proceedings at law or in equity, including injunctive relief, may be appropriate.

12. This Agreement will be governed by and construed in accordance with the laws of the Netherlands, without regard to the conflict of laws provisions thereof.

# Mutual Confidentiality Agreement

## OC Webontwikkeling

Name

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Title

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Date

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Company

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Signature

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## Company

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Name

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Title

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Date

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Company

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Signature

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