

NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement (the "Agreement") is dated 1
("Effective Date")

BETWEEN: (1) **Offides GCV – also known under the name ‘MyVisualAid’**, a company incorporated and existing under the laws of Belgium, with its registered office at Groenstraat 47, 2440 Geel, Belgium and registered with the Belgian RPR “Antwerpen Afdelng Turnhout” under number 0882.043.467, represented by Carl De Cleen in his capacity as manager, Hereinafter called "Recipient"

AND: (2) _____,
a company incorporated and existing under the laws of _____, with its registered office at _____,
and with company number _____, represented by _____,
Hereinafter called "The Company"

Both The Company and Recipient are hereinafter collectively referred to as the "Parties", and each individually as a "Party";

RECITALS:

- A. The Company and Recipient are currently examining the possibility of entering into a service agreement (hereinafter the "Main Agreement").
- B. The Company, its partners and its customers possess information of a confidential nature which is used by Recipient to carry out the requested services and further wish to be assured that there is no unauthorized disclosure of the “Confidential information” (as defined herein below) to a third party.
- C. In view of the confidential nature of all or part of this information, the Parties wish to enter into obligations of confidentiality on the terms set out in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the Parties have agreed as follows:

DEFINITIONS

For the purpose of this Agreement, “**Confidential Information**” shall mean all information of a marketing, scientific, technical, operational, administrative, economic, financial or commercial nature, analyses and results, protocols and designs or information concerning the organization, customer lists or customer information, product information, strategic information, business activity, any scientific data or know-how, reports, orders, models, agreements, communications, correspondence, specifications, estimates, calculations, forecasts, maps, plans, specimens, drawings, surveys, photographs, software, equipment, processes programs, and any ideas, methods, discoveries,

¹ the date of the last signature as written at the bottom of this Agreement.

inventions, patents, concepts, research, development, or other related intellectual property right, received by or disclosed to Recipient by The Company, its partners and its customers including the existence and contents of this Agreement or any information developed by the Parties and/or any third party during the term of this Agreement.

Confidential Information shall not include such information or know-how as can be shown by Recipient to the reasonable satisfaction of The Company that it has been in its possession prior to disclosure to it by The Company, its partners and its customers, or at the time of disclosure hereunder is or becomes thereafter generally available to the public by use, publication or otherwise, through no breach of its obligations under this Agreement by the Recipient, or is developed independently by Recipient without any use of the Confidential Information, as evidenced by Recipient's written records. Confidential Information shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components, or combinations thereof are now, or become, known to the public.

The Recipient hereby acknowledges that the Confidential Information and all rights contained therein and/or in relation thereto are the exclusive property of The Company.

Confidential Information, if disclosed in writing shall be marked "Confidential" and, if disclosed orally, Confidential Information will first be identified as confidential at the time of oral disclosure and will subsequently be confirmed in writing within at the latest thirty (30) days following oral disclosure, such written confirmation specifying and identifying the Confidential Information disclosed orally.

1. OBLIGATIONS OF THE RECIPIENT

1.1 In consideration of the promises contained in this agreement Recipient undertakes to The Company that:

- (a) it shall keep strictly confidential and shall not distribute, disclose or disseminate any Confidential Information, in any way or form, to anyone except its own employees who have a reasonable need to know said Confidential Information (see below under (d.)).

According to the definition of "Confidential Information" as set above in this Agreement, this provision will not apply to the Information where it:

- (I.) has already become publicly available;
- (II.) is released to the public by The Company in writing;
- (III.) is lawfully obtained by the Recipient from a third party;
- (IV.) has been previously known or developed by the Recipient independently of The Company;

- (b) it shall treat any Confidential Information with the same degree of care to avoid disclosure to any third party as is used with respect to Recipient's own Proprietary Information, but, in any case, not less than a reasonable standard of care. Recipient shall be liable for disclosure of Confidential Information of The Company only if such care is not used. The burden shall be upon Recipient to show that such care was

used;

- (c) it shall not make, have made, use or sell for its own purpose, or in general any purpose other than in the context of the Main Agreement, all or part of the Confidential Information, unless specifically authorized to do so by The Company in writing;
- (d) Recipient shall limit access to the Confidential Information solely to those persons under Recipient's direct control on a strict need-to-know basis and who are responsible for the Main Agreement. Recipient shall bind these persons to keep such Information confidential, both during and after their current employment / engagement, and shall take appropriate steps to enforce those persons to abide by confidentiality their obligations in relation thereto as least as restrictive as those contained in this Agreement;
- (e) Recipient remains fully liable for its directors, officers and employees regarding the execution of this Agreement.

2. AUTHORIZED DISCLOSURE

- 2.1 Recipient may disclose all or part of the Confidential Information in response to an order of a Court or other administrative authority, or in accordance with the requirements of the law of the country in which the Confidential Information is received by Recipient.
- 2.2 Recipient shall provide timely written notice to The Company prior to making any such disclosure, and shall coordinate with The Company in order to limit the scope of such required disclosure.

3. RETURN OF INFORMATION

- 3.1 Recipient shall not make any copies of Confidential Information of The Company, its partners and its customers, in whole or in part, for any purpose other than the purposes set forth in the recitals above. All duly authorized copies and/or reproductions shall in any event contain any and all references to the relevant ownership rights and intellectual proprietary rights.
- 3.2 Upon request of The Company, the Recipient shall immediately return to The Company, without any compensation being payable, and/or destroy all of the Confidential Information of The Company, its partners and its customers, including all copies (as well electronic as written copies), reproductions, summaries, analyses or extracts thereof or based thereon, any notes or memoranda of conversations relating thereto, received or derived by Recipient as part or as a result of The Company, its customers and Recipient 's collaboration hereunder.
- 3.3 However within 48 hours after completion of the final result under and in accordance with the Main Agreement, the Recipient shall destroy and/or delete all (as well electronic as written) of the Confidential Information of The Company, its partners and its customers on hard copies and from all computers, word processors , any devices (i.e. USB sticks, hard discs, ...) or systems into which they were programmed by Recipient or on its behalf, unless such deletion

of data is prohibited by law, and shall, upon request, supply to The Company a written confirmation of such destruction.

4. COOPERATION

4.1 At no time shall Recipient act in a manner which is prejudicial to the rights of The Company, including by failing to notify The Company promptly in writing if Recipient becomes aware of any infringement or suspected infringement of the rights of The Company, its partners and its customers or any breach or suspected breach of confidentiality.

4.2 Recipient shall, during or after the term of this Agreement and upon written request of The Company, assist The Company in obtaining, enforcing and maintaining the rights of The Company, its partners and its customers in and to the Confidential Information of The Company, its partners and its customers.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 No license under any patent rights or other proprietary interests is expressly granted or implied by this Agreement to Recipient and the disclosure of Confidential Information shall not result in any obligation to grant Recipient any rights in and to the subject matter of The Company, its partners and its customers.

5.2 Recipient shall not file any patent application claiming rights over the Confidential Information of The Company, its partners and its customers. If any such patent application is filed, Recipient will abandon each such patent application.

5.3 If The Company decides not to use Recipient's services, or not to enter into the Main Agreement, Recipient agrees not to use the data, database, ideas, concepts, logos, drawings, sketches or artistic works or other intellectual property material and rights therein created or prepared for such potential services or the Main Agreement.

6. WARRANTIES AND INSURANCE

6.1 Each Party hereby represents that it is duly empowered to enter into the Agreement and that this Agreement is not in conflict with any other expressed or implied contractual obligations under which such Party may be bound.

6.2 Except as expressly stated in this Agreement, The Company, its partners and its customers do not make any express or implied warranty or representation concerning their Confidential Information.

7. DURATION

7.1 This Agreement shall be effective as of the date of the last signature hereof as written below and remain effective for an indefinite period of time, unless terminated in common and written agreement between the Parties.

7.2 The rights and obligations accruing prior to termination as set forth herein shall, however,

survive the termination as specified in this Agreement.

8. MISCELLANEOUS

8.1 Notices

Any notice in connection with this Agreement must be in writing and in English, and shall be validly given with respect to each Party if delivered by hand (with written confirmation of receipt) to the persons listed hereinafter; or sent by registered mail or an internationally recognized overnight delivery service to the addresses set out hereinafter; or, or to such other addressee, or address as one Party may notify to the other Party in accordance with this Clause 8.1.

If to The Company:		If to Recipient:	
Name:		Name:	Offides GCV
Address:		Address:	Groenstraat 47 2440 Geel Belgium
Attention:		Attention:	Carl De Cleen Manager

8.2 Costs

Each Party shall bear all costs and expenses incurred by it in connection with the preparation, negotiation, execution and performance of this Agreement.

8.3 Severability

If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, such provision shall be deemed not to form part of this Agreement, and the legality, validity or enforceability of the remainder of this Agreement shall not be affected. In such case, each Party shall use its best efforts to negotiate immediately, in good faith, a legally valid replacement provision.

8.4 Entire Agreement

This Agreement, along with the documents referred to therein, contains the entire agreement between the Parties with respect to the matters to which it refers, and contains everything the Parties have negotiated and agreed upon within the framework of this Agreement. It replaces and annuls any agreement, communication, offer, proposal, or correspondence, oral or written, exchanged or concluded between the Parties relating to the same subject matter. No modification of this Agreement will be effective unless made in writing and signed by an authorized representative of each party.

8.5 Waiver and Remedies

A waiver of any term, provision, condition of, or right or consent granted under, the Agreement shall be effective only if given in writing and signed by the waiving or consenting Party, and then only in the instance and for the purpose for which it is given. No failure or delay on the part of either Party in exercising or enforcing any right, power or remedy provided by law or under this Agreement shall in any way impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No breach of any provision of this Agreement shall be waived or discharged except with the express written consent of the relevant Party.

8.6 Applicable Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with Belgian law and no effect shall be given to any other choice-of-law or conflict-of-laws rules or provisions (Belgian, foreign or international), that would cause the laws of any other jurisdiction to be applicable.

All disputes arising out of or in connection with this Agreement that the Parties are unable to settle amicably shall be subject to the exclusive jurisdiction of the Courts of Turnhout (Belgium).

Executed in _____ [place], on _____ [date], in two original copies, each party acknowledging receipt of one.

For and on behalf of Recipient

For and on behalf of The Company

Name: Carl De Cleen

Name:

Title: Manager

Title: