

CONFIDENTIALITY AND NONDISCLOSURE UNDERTAKING

Date of the authorisation (the "Effective Date"):

Company (the "Recipient"):

Address:

Represented by

.....

Phone / mail:

NAME COMPANY, having its principal place of business at ADDRESS COMPANY ("Discloser"), to assure - in the framework of the possible collaboration (the "Project") between the Recipient and NAME COMPANY, The Recipient will be led to take notice of strictly confidential information.

The Recipient and the Discloser are hereinafter separately or commonly referred to as the "Party" or the "Parties"

In consideration of the right to receive Confidential Information from the Discloser, in the framework of the Project and in accordance with and subject to the provisions of this Confidentiality and Nondisclosure Undertaking the Recipient hereby irrevocably agrees and undertakes as follows:

- All information disclosed to the Recipient by the Discloser, whether disclosed orally or in writing, graphic or electronic form, shall be "Confidential Information" of the Discloser. In particular, Confidential Information shall include, but not be limited to, the Discloser's know-how, research, development, development methodology, all types of intellectual property including trade secrets, all creative information, general business operations, methods of doing business; financial information, including costs, profits and sales; marketing strategies; names of suppliers, personnel, customers, clients and potential clients; negotiations or other business contacts with suppliers personnel, customers, clients and potential clients; form and content of bids, proposals and contracts; the Discloser's internal reporting methods; technological, technical and business data documentation and drawings; manufacturing processes, inventions, and information obtained by or given to the Discloser about or belonging to third parties. For the purpose of this Undertaking, the Discloser and Recipient shall include their subsidiaries and affiliates.
- The term "Confidential Information" shall not be deemed to include information which the Recipient shall demonstrate, with written evidence: (a) was in the Recipient's possession before receiving it from the Discloser; (c) is received by or will be received by the Recipient from a third party without restraints as to the disclosure thereof; (d) is expressly authorized by the Discloser in writing and in advance for disclosure.
- The Recipient shall maintain all Confidential Information in trust and confidence and shall not publish, disseminate or otherwise disclose any Confidential Information to any third party. Without derogating from the foregoing, the Recipient agrees and undertakes that it shall protect the Confidential Information against disclosure at least in the same manner and with the same degree of care, but not less than a high degree of care, with which the Recipient protects confidential information of its own.
- The Recipient may only disclose Confidential Information to the Recipient's employees ("Permitted Transferees"), provided, at all times, that any such disclosure is limited to a need to know basis, only in connection with the Project, and only after the Permitted Transferees have been advised of the confidential nature of such Confidential Information and provided that they are bound by confidentiality obligations similar to, and not less protective of confidential information than the obligations imposed on the Recipient under this Undertaking. Notwithstanding anything to the contrary,

Recipient shall be liable and responsible towards the Discloser for any disclosure made by any of the Permitted Transferees.

- Disclosure of Confidential Information shall not be prohibited if such disclosure is in response to a valid order of a court ordering such disclosure or is otherwise required by law. In each case, the Recipient shall give written notice of such requirement to the Discloser and shall permit the Discloser to intervene in any relevant proceedings to protect its interests in the Confidential Information.
- The Recipient may use Confidential Information only to the extent required in connection with the potential business relationship with the Discloser for the Project, and for no other purpose whatsoever.
- All Confidential Information shall at all times remain the property of the Discloser and all tangible Confidential Information which have been provided by the Discloser shall be returned to the Discloser within a five (5) days period following the Discloser's written request addressed to the Recipient.
- The Recipient agrees, undertakes and acknowledges that (i) no right or license, of any kind, is granted to the Recipient in relation to Confidential Information (ii) the Recipient is acting as principal on its own account and not on behalf of any other party; and (iii) the Recipient shall not copy, reproduce, market, sell, distribute, modify or disassemble any of the Confidential Information or create derivative works or developments based on the Confidential Information.
- The Recipient acknowledges that the Discloser may be irreparably harmed if the Recipient violates or threatens to violate any of its obligations, undertakings and/or representations under this Undertaking. Therefore, it is expressly clarified that money damages would not be a sufficient remedy for any breach of this Undertaking by the Recipient.

The undertakings contained herein shall commence upon the execution of this Confidentiality and Nondisclosure Undertaking and shall continue to apply for a period of five (5) years.

If any provision of this Undertaking is found by a proper authority to be unenforceable, that provision shall be severed or, if possible, reformed without further action by anybody and only to the extent necessary to make such provision or provisions valid and enforceable when applied to such particular facts and circumstances and the remainder of this Undertaking will continue in full force and effect.

The Parties shall, for all situations and points of difference that could arise from implementation and interpretation of the Confidentiality and Nondisclosure Undertaking or its termination, first endeavor to find a solution that is mutually acceptable to both Parties. If they fail to find such a mutually acceptable solution, any dispute, controversy or claim arising out of and/or related to the Confidentiality and Nondisclosure Undertaking shall in all respects be governed by the laws of Belgium and the Parties agree to refer the dispute to the competent courts of Belgium.

The Recipient has caused this Undertaking to be executed as of

[_____]

By: _____

Title: _____