

Mutual Nondisclosure Agreement

Between

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XXXXXXXXXXXXXXXX

This Agreement governs the disclosure of information regarded as confidential and proprietary by one of the parties below (referred to as “Disclosing Party”) to the other party (referred to as “Receiving Party”). Disclosing Party agrees to make known to Receiving party, and Receiving Party agrees to receive, Confidential information for the sole purpose of evaluating a possible future business relationship between the parties and engaging in joint activities resulting from business relationship.

1. **Definition of Information.** As used the term “Confidential Information” means information that: (a) is disclosed by Disclosing Party or a Person having an obligation of confidence to Disclosing and (b) is not generally known.
2. **Illustrative Types of Confidential Information.** The term “Confidential Information” includes, by way of illustration but without limitation except as expressly set forth herein, (the following enumeration of examples shall not be construed, in itself, to grant Receiving Party by implication any rights with respect to any particular item of Confidential Information): (a) any and all information relating to current and proposed products or services of Disclosing Party licensor(s), research, research programs, computers software, source and executable codes, program files, developments for experimental work, flow charts, drawing, algorithms, improvements, inventions, know-how, customer information, accounting data, financial information, procurement requirements, statistical data, research projects, business development and marketing plans, strategies, forecasts, customer lists, sales plans, and sales and marketing information, and the like that is/are in the possession of or may be acquired by or on behalf of Disclosing Party, including similar information with respect to any subsidiary or related companies of disclosing Party; (b) the fact of disclosing Party’s selection and use of particular information in connection with this Agreement and its subject matter, whether or not the particular information is publicly available. Specific items of Confidential Information protected by this Agreement are listed in Attachment A to this Agreement.
3. **Exclusions from Proprietary - Confidential information Status,** the term “Confidential Information” does not include any Information that, through no fault or failure to act on the part of Receiving Party, is or become: (a) publicly known to third parties; or (b) developed independently by or on behalf of

Receiving Party as shown by documentary evidence; or (c) disclosed to the Receiving party by third party not having an obligation of confidence to Disclosing party of the information as shown by documentary evidence.

4. **Security Conditions.** Confidential Information will be maintained under secure conditions by receiving Party, using reasonable security measures and in any event not less than the same security procedures used by Receiving Party for the protection of its own Confidential Information of a similar kind.
5. **Non-Use Obligation.** Receiving Party shall not use any Confidential Information, except as provided in this Agreement, without the express prior written consent of an authorized officer of Disclosing Party.
6. **Non-Disclosure Obligation.** Except as may be otherwise permitted by this Agreement, (a) Receiving Party shall not disclose any Confidential Information to any third party without the prior consent of Disclosing Party and (b) Receiving party may disclose appropriate portions of Confidential Information only to those of its personnel who have a substantial need to know the specific information in question in connection with the receiving party's exercise of rights or performance of obligations under this Agreement. Each such person shall have previously agreed, either as a condition to employment or in order to obtain Confidential Information, to be bound by terms and conditions substantially similar to those of this Agreement. All such personnel will be instructed by Receiving party that the Confidential Information is subject to the obligation of confidence set forth by this Agreement.
7. **No Unauthorized Copying.** Except as may be otherwise permitted by this Agreement or expressly authorized by applicable law, Receiving Party shall not copy, duplicate, reverse engineer, reverse compile, disassemble, record, or otherwise reproduce any part of Confidential information, nor attempt to do any of the foregoing without the prior written consent of Disclosing Party. Any tangible embodiments of Confidential Information that maybe generated by Receiving Party, either pursuant to or in violation of this Agreement, will be deemed to be the sole property of Disclosing Party and fully subject to the obligation of confidence set forth in this Agreement.
8. **Disclosure Ordered by Governmental Bodies.** If Receiving Party is ordered by a court, administrative agency, or other governmental body of competent jurisdiction to disclose Confidential Information, or if it is served with or otherwise becomes aware of a motion or similar request that such an order issued, than Receiving Party will not be liable to Disclosing Party for disclosure of Confidential Information required By such order if Receiving Party complies with the following requirements: (a) if an already-issued order calls for immediate disclosure, then Receiving Party shall immediately move for or otherwise request a stay of such order to permit Disclosing party to respond as set forth in this subparagraph; (b) Receiving Party shall

immediately notify Disclosing Party of the motion or order by the most expeditious possible means; (c) Receiving Party shall join or agree to (or at a minimum shall not oppose) a motion or similar request by Disclosing Party for an order protecting the confidentiality of the Confidential Information, including joining or agreeing to (or non-opposition to) a motion for leave to intervene by Disclosing Party.

9. **No Removal of Proprietary Legends.** Receiving Party shall not remove obscure, or deface any proprietary legend relating to Disclosing Party's rights, on or from any tangible embodiment of any Confidential Information, without Disclosing Party's prior written consent.
10. **Reports of Third-Party Misappropriation.** Receiving Party shall immediately report to Disclosing Party any attempt by any Person of which Receiving Party has knowledge (a) to use or disclose Confidential Information without authorization from Disclosing Party, or (b) to copy, reverse assemble, reverse compile or otherwise reverse engineer any part of the Confidential Information, except and to the extent expressly authorized by applicable law.
11. **Term and Termination.** This Agreement shall be effective as of the Effective Date, written below, and may be terminated with the respect of the further disclosures upon thirty (30) days prior notice in writing. This Agreement shall be automatically terminated in the event the Parties subsequently enter into an agreement containing a provision concerning the disclosure of the Confidential Information. The rights and obligations accruing prior to termination as set forth herein shall, however survive termination of this Agreement.
12. **Post-Termination Procedures.** Upon any termination of Receiving Party's right to possess and/or use Confidential Information, Receiving Party shall turn over to Disclosing Party (or, if agreed by Disclosing Party, destroy) any disk, tapes, documentation, drawing, blueprints, notes, memoranda, specifications, devices, documents, or any other tangible embodiments of any Confidential Information.
13. **Ownership.** All trademarks, service marks, patents, trade secrets and other proprietary rights in or related to the Confidential Information are and will remain the exclusive property of the original owner, whether or not specifically recognized or perfected under local applicable law. Neither party will take any action that jeopardizes the other party's proprietary rights or acquire any right in the Confidential information, except the limited use specified in this Agreement. The owner of any Confidential Information will own all rights in any copy, translation, including any improvement or development thereof.
14. **Interpretation.** The terms that are defined in this Agreement may be used in the singular or the plural, as the context requires. "Days" means calendar days, unless otherwise specified. "Party" means a party to this Agreement

unless otherwise clear from the context. "Person" means an individual, partnership, company, corporation or other legal entity, as the context requires. "Agreement" means this Agreement. Headings are intended only for reference purposes.

15. **Injunctive Relief.** Receiving Party acknowledges that any violation of its covenants in this Agreement would result in damage to Disclosing Party that is largely intangible but nonetheless real, and that is incapable of complete remedy by an award of damages. Accordingly, any such violation shall give Disclosing Party, in addition to its other rights and remedies at law, the rights to bring an action in equity to enforce the provisions of this Agreement, and further, Receiving Party hereby waives the claim and defence that Disclosing Party has an adequate remedy at law. If an injunction is entered Receiving Party agrees to pay to Disclosing Party any reasonable expenses, including but not limited to attorney fees, incurred in obtaining such specific enforcement (in addition to any other relief to which Disclosing Party may be entitled)
16. **Choice of Law.** This Agreement will be interpreted and enforced in accordance with the law of Belgium applicable to agreements made and performed entirely in that jurisdiction by persons domiciled therein.
17. **No Waiver.** The failure of Disclosing Party at any time to require performance by Receiving Party of any provision of this Agreement shall in no way affect the right of Disclosing Party to require performance of that provision. Any waiver by Disclosing Party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any right under this Agreement.
18. **Miscellaneous.**
- i. The Parties shall not be obligated to compensate each other for disclosure of any information under this Agreement and agree that no warranties of any kind are given with respect to such information, as well as any use thereof, except as otherwise provided for in this Agreement.
 - ii. All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt. Notices shall be sent to the attention of the Office of the General Counsel at the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

- iii. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.
- iv. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provision of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by mutually acceptable provision, which being valid, legal and enforceable, comes closest to the economic effect and intention of the parties hereto underlying the valid, illegal or unenforceable provision.
- v. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instruments. The Parties agree that facsimile and electronic signatures shall be binding.

For approval,

(date and signature)

**For: YYYYYYYY
YYYYYY**

**For: XXXXXXXX,
XXXXXXXXXX**