

Non-Disclosure Agreement (the “NDA”)

Full legal company name	To-Increase BV	<Company Name>
Address	Kazemat 2 3905 NR Veenendaal The Netherlands	<Company Address>
Company registration number		<Registration number>

Jointly referred to as the “Parties” or individually referred to as a “party”.

The party disclosing information pursuant to the NDA is hereinafter referred to as the “Disclosing Party”, and the party receiving information pursuant to the NDA is hereinafter referred to as the “Receiving Party”.

1.1 Purpose

1.1.1 The Disclosing Party will disclose information to the Receiving Party concerning <insert description of the project> (hereinafter referred to as the “Project”) that shall be considered and treated as confidential.

1.2 Definition of Confidential Information

1.1.2 “Confidential Information” means any and all information provided by the Disclosing Party or any of its affiliates to the Receiving Party relating to the Disclosing Party or in relation to the Disclosing Party’s business, hereunder but not limited to its financial and strategic matters, its market situation, products, technical set up, employees, customers etc. Confidential information shall include, without limitation, information in tangible or intangible form, both verbally transmitted or in writing, in relation thereto, hereunder for example but not limited to contracts, emails, documents, information discussed during meetings or phone calls etc.

1.3 Obligations regarding Confidential Information

1.3.1 The Receiving Party shall:

- (i) Keep Confidential Information strictly confidential and not disclose any Confidential Information that the Receiving Party has received or will receive due to the Project, to any third party;
- (ii) Take all reasonable security precautions to protect Confidential Information from unauthorised access. Such security precautions shall as a minimum be in line with the Receiving Party’s security precautions for its own information or data.
- (iii) Refrain from reverse engineering, decompiling or disassembling software code disclosed by the Disclosing Party;
- (iv) Use Confidential Information solely for evaluation of the Project and not for any other purposes;

- (v) Upon the Disclosing Party's request return all originals, copies, reproductions and summaries of Confidential Information and declare in writing that all such information has been fully deleted without possibilities for recreation of the information.

1.3.2 Confidential information does not include information that:

- a) is known or which will become known in full detail to the public other than by breach of the obligations herein contained; or
- b) the Receiving Party can show was in its possession before receiving it from the Disclosing Party; or
- c) the Receiving Party has received or will receive from a third party without restraints as to the disclosure thereof. However, the Receiving Party has no right to disclose to any third party that the same information has been received due to the Project; or
- d) the Parties agree in writing that it is not confidential.

1.3.3 The Receiving Party may disclose Confidential information only:

- a) to such officers and employees of its Group as are necessary during the Project; or
- b) to professional advisers or consultants engaged to advise the Disclosing Party in connection with the Project; or
- c) if required by any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body; or
- d) if required due to the rules of any stock exchange on which the shares of any company in the Receiving Party's group are listed; or
- e) if required by laws or regulations of any country with jurisdiction over the affairs of any company within the Receiving Party's group.

No disclosure may be made under c) - e) above prior to consultation with the Disclosing Party and taking into account its reasonable requirements as to its timing and content and as to the manner of the disclosure.

1.3.4 The Receiving Party shall ensure that the employees, auditors, consultants, directors and shareholder representatives to whom Confidential Information is disclosed uphold confidentiality as set out in section 1.3.

1.3.5 Any disclosure contrary to the specifications in this NDA shall only be allowed if the Disclosing Party has approved such disclosure of Confidential Information.

1.4 **Ownership, intellectual property rights**

1.4.1 All Confidential information is and shall remain the property of the Disclosing Party. By disclosing Confidential Information to the Receiving Party, the Disclosing Party does not grant any express or implied right to the Receiving Party to patents, copyrights, trademarks, intellectual property rights to software, trade secrets etc. except as otherwise provided herein.

1.5 **Remedies**

1.5.1 Neither party shall be liable for indirect losses. In the event of the Receiving Party's violation of its obligations stated in this NDA the Disclosing Party shall be entitled to claim damages for its direct loss and pursue any other available remedies under applicable law.

1.6 **Period of effect**

1.6.1 The obligations stated in this NDA shall remain in effect for a period of three (3) years or until completion of the Project whichever occurs first.

1.7 Miscellaneous

- 1.7.1 No amendment to this NDA shall be effective unless made in writing and duly signed by both Parties.
- 1.7.2 If any provision of this NDA is or becomes illegal, invalid or unenforceable that shall not affect the validity or enforceability of any other provisions of this Agreement.

1.8 Governing Law and Jurisdiction

- 1.8.1 This NDA and all matters arising out of or relating thereto shall be governed by and interpreted in accordance with the laws of the Kingdom of the Netherlands. In the event of any disputes the parties shall try to loyally settle the issues by negotiation intercompany wise, or – if necessary - via mediation. If a party deems a negotiation or mediation process impossible either party shall be entitled to demand that the dispute shall be settled by arbitration in the Netherlands in accordance with the “Rules of Procedure of the Netherlands Arbitration Institute (Amsterdam Arbitration)” with one Arbitrator as appointed by the Netherlands Arbitration Institute (Stichting Nederlands Arbitrage Instituut).

1.9 Signature

- 1.9.1 By signing this NDA the Receiving Party hereby acknowledge and accept the above mentioned terms and conditions and the Disclosing Party’s rights in relation thereto as well as the rights of any third parties cooperating with the Disclosing Party in relation to the Project.

<Company Name>	To-Increase
Name	Name To-Increase Kazemat 2 3905 NR Veenendaal The Netherlands
Name of Person signing	Name of Person signing
Title of Person signing	Title of Person signing
Signature	Signature
Signature date	Signature date