

# 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”.

## 1.1 Purpose

1.1.1 The Company and To-Increase have agreed to initiate business discussions and a collaboration that will require the Company to disclose information to To-Increase 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 Company or any of its affiliates to To-Increase relating to the Company or in relation to the Company’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 To-Increase shall:

- (i) Keep Confidential Information strictly confidential and not disclose any Confidential Information that To-Increase 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 To-Increase’s security precautions for its own information or data.
- (iii) Refrain from reverse engineering, decompiling or disassembling software code disclosed by the Company;
- (iv) Use Confidential Information solely for evaluation of the Project and not for any other purposes;
- (v) Upon the Company’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) To-Increase can show was in its possession before receiving it from the Company; or
  - c) To-Increase has received or will receive from a third party without restraints as to the disclosure thereof. However, To-Increase 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 To-Increase 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 Company 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 To-Increase's group are listed; or
  - e) if required by laws or regulations of any country with jurisdiction over the affairs of any company within To-Increase's group.
- No disclosure may be made under c) and e) above prior to consultation with the Company and taking into account its reasonable requirements as to its timing and content and as to the manner of the disclosure.
- 1.3.4 To-Increase 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 Company 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 Company. By disclosing Confidential Information to To-Increase, the Company does not grant any express or implied right to To-Increase 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 To-Increase's violation of its obligations stated in this NDA Company shall be entitled to claim damages for its direct loss up to a maximum of 50,000 EURO 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 two (2) 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 To-Increase hereby acknowledge and accept the above-mentioned terms and conditions and the Company’s rights in relation thereto as well as the rights of any third parties cooperating with the Company in relation to the Project.

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