



NON-DISCLOSURE AGREEMENT Squads B.V.

The parties:

1. The private company with limited liability according to Dutch law **Squads B.V.**, with its registered office in 's-Hertogenbosch, The Netherlands, registered at the local Chamber of Commerce with number 64985636, hereinafter: "Squads".

2.

, hereinafter: "Party B".

Take into account the following:

- Squads provides services in the field of development, publishing, maintenance and support of software;
- The Both parties intend to work together on projects in the abovementioned field (the "Purpose");
- In the course of those projects both parties will disclose certain information of confidential nature to each other;
- By means of this agreement both parties wish to set forth the specific rules regarding the exchange of confidential information.

And the parties agree, in consideration of the premises as follows:

1. Confidential Information

Confidential information shall mean all confidential or proprietary information or data and all recording-bearing media containing or disclosing such confidential information (including, without limitation, information or data relating to research, development, engineering, manufacturing, technical, marketing, sales, financial, operating, performance, cost, business process information or data, patents, know-how, computer programming and other software and software techniques, samples, filters, information relating to patents, copyrights, trademarks and

trade secrets, techniques, concepts, data, technology, product ideas, business and marketing plans and prospects, proposed trademarks/service marks and trade names, surveys, strategies, casts data, pricing policies, accounting and financial projections and data, supplier and customer lists, employee information, and contract terms) provided by the disclosing party (hereinafter the "**Confidential Information**"). The existence of this Agreement, shall also be considered confidential, and shall be subject to the nondisclosure obligations set forth in this Agreement.

2. Confidentiality and Non-Use

In principle all confidential or proprietary information or data and all recording-bearing media is regarded as Confidential Information, without it having to be marked "Confidential" unless the disclosing party has indicated in writing that the relevant information is *not* confidential. Any information received orally or visually (e.g. by showing the facilities) shall also be treated as confidential, unless the disclosing party identified the information as non-confidential.

The receiving party hereby agrees that it shall not disclose, distribute or disseminate any part of the Confidential Information of the disclosing party to any third party without the prior written consent of the disclosing party, except those directors, officers, employees, consultants, advisors and agents of the receiving party who are required to have the Confidential Information on a need-to-know basis and under confidentiality obligations at least as protective to those agreed under this Agreement. The transfer of the NDA and its duties and rights to other parties, who are supposed to receive Confidential Information, will be done in writing and needs to be provided to the other party upon request.

In order to protect the disclosing party's Confidential Information, the receiving party shall exercise the same degree of care to avoid disclosure of the Confidential Information as it uses in respect of its own confidential information but in no case less than a reasonable degree of care.

The receiving party agrees to notify the disclosing party in writing of any misuse or misappropriation of the Confidential Information of the disclosing party that may come to its attention.

The receiving party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the disclosing party's Confidential Information. The receiving party further agrees that it will not remove any copyright notice, trademark notice and/or other proprietary legend or indication of confidentiality set forth on or contained in any Confidential Information disclosed to it by the disclosing party, and will not copy or reproduce any of the disclosing party's Confidential Information except as necessary to carry out the Purpose of this Agreement.

3. Exceptions to confidentiality

Notwithstanding any other provisions of this Agreement, the receiving party shall not be liable for disclosure of any Confidential Information of the disclosing party and the non-use obligations shall not apply to any such Confidential Information if the same:

1. is now in or hereafter comes into the public domain without breach of this Agreement and through no fault of the receiving party; or
2. is properly and lawfully known to the receiving party prior to the effective date of this Agreement without an obligation of confidentiality to the other party; or
3. is communicated by the disclosing party to a third party free of any obligation of confidence.

4. Mandatory Disclosure

In the event that the receiving party or their respective directors, officers, employees, consultants, advisors or agents are requested or required by legal process to disclose any of the Confidential Information of the disclosing party, the receiving party shall give prompt notice so that the disclosing party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the receiving party shall disclose only that portion of the Confidential Information which is legally required to disclose.

5. Return of Materials

Any materials or documents of which have been furnished by the disclosing party to the receiving party will be promptly returned, accompanied by all copies of such documentation, after the business possibility has been rejected or concluded, or otherwise promptly upon request from the disclosing party at any time. Digital copies will be deleted and destroyed in the aforementioned case.

6. No License Granted

The disclosing party shall retain all right, title and interest to its Confidential Information. Nothing in this Agreement is intended to grant any rights or licenses, whether expressly or by implication, estoppel or otherwise, to the receiving party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant the receiving party any rights in or to the disclosing party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of determining whether to enter into the proposed business relationship between the parties. Confidential Information cannot be used for any other purposes than fulfilling contractual duties for the other party.

7. Term and termination

This Agreement and the obligations set out hereunder shall continue in force for five (5) years unless superseded by any subsequent agreement between the parties with respect to the Purpose and setting forth the detailed agreement between the parties regarding the same. Upon any termination or expiration of the Agreement for any reason whatsoever, the receiving party will immediately cease use of Confidential Information and will return to the disclosing party, within thirty (30) business days after its request, all material in its possession or control

which contain or reflect disclosing party's Confidential Information. The receiving party agrees that, notwithstanding any termination or expiration hereof, it will hold such Confidential Information in strict confidence and will not use or disclose to anyone except as provided herein for a minimum of five (5) years from the date of disclosure.

8. Independent contractors

The parties hereto are independent contractors. This Agreement or any right granted hereunder shall not be assignable or otherwise transferable without the consent of the parties. This Agreement can only be modified in writing and must be signed by both parties.

9. Governing Law and jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of The Netherlands.

Disputes that arise by reason of the agreement between the parties and/or by reason of any further agreements deriving from it shall be resolved by the competent court in the district where Squads has its place of business. Both parties regard the Confidential Information as disclosed by Squads to be Intellectual Property to which the rules of "Directive 2004/48/EC of the European Parliament and of the Council of 29 April 2004 on the enforcement of intellectual property rights" and/or its Dutch legal counterparts apply to.

As agreed to and signed in duplicate by both parties.

Squads
Representative:
Date:
Place:

Party B
Representative:
Date:
Place: