

Mutual non-disclosure agreement.

Between

NextRide, SPRL-S,
a private limited company
whose registered office is located at 4420
SAINT-NICOLAS,
rue Oltrémont 87,
registered with the Crossroads Bank for
Enterprises (BCE) under number
BE 0637.743.524 RPM Liège,

represented for the purposes of this
document by Thomas Hermine, manager,
hereinafter referred to as "Disclosing Party",

and

FirstName LastName

whose domicile is established at

hereinafter referred to as "Receiving Party"

Jointly referred to as the "Parties", and
separately the "Party", it was agreed as
follows, into this Mutual Non-Disclosure
Agreement, effective as of this 25th day of
October 2016 ("Effective Date"):

WHEREAS each Party may disclose to
the other certain confidential technical
and business information which the
disclosing Party desires the receiving
Party to treat as confidential.

NOW THEREFORE, in consideration of
the mutual promises and obligations
contained in this agreement and the
disclosure of confidential information,
the Parties here to agree as follows:

1. Confidential Information.

"Confidential Information" as used in this
Agreement means information in any form
disclosed or made available by the
Disclosing Party to the Receiving Party that
the Receiving Party knows or has reason to
know (either because such information is
marked or otherwise identified by the
Disclosing Party orally or in writing as
confidential or proprietary, has commercial
value, or because it is not generally known
in the relevant trade or industry) is
confidential information of the other Party
and shall include, without limitation, (a) the
current, future and proposed products or
services of the Disclosing Party, its
subsidiaries or affiliates, as well as financial,

technical, research, operational, sales and marketing information related thereto; (b) ideas, inventions, and works of authorship; (c) business plans, business forecasts, budgets, prices and costs, financial statements, research, sales and distribution arrangements, and the identity of partners, suppliers and customers; (d) the existence of any business discussions, negotiations or agreements between the Parties; and (e) any information regarding the skills and compensation of employees, contractors or other agents of the Disclosing Party or its subsidiaries or affiliates.

Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party; (iv) is obtained by the receiving Party from a third Party without a breach of such third Party's obligations of confidentiality; (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information; or (vi) is required by law to be disclosed by the receiving Party, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

2. Non-use and Non-disclosure.

Each Party agrees not to use any Confidential Information of the other Party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the Parties. Each Party agrees not to disclose any Confidential Information of the other Party to third parties or to such Party's employees, except to those employees of the receiving Party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither Party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other Party's Confidential Information and which are provided to the Party hereunder.

3. Maintenance of Confidentiality.

Each Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other Party. Each Party is in the obligation to preserve, store and handle all Confidential Information they receive from executives, employees or advisor of the other, directly or indirectly, orally or in written or graphic form, in magnetic tape or any other way which is not public, in a strictly confidential manner. Accordingly, each Party shall take all reasonable steps so that such Confidential Information does not reach other third parties under any circumstance and they shall not make use of it other than for the use strictly derived from the execution of this Agreement. Each

Party shall take all reasonable steps to minimize the risks of disclosure of Confidential Information. Neither Party shall make any copies of the Confidential Information of the other Party unless the same are previously approved in writing by the other Party. Each Party shall reproduce the other Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

4. No Obligation.

Nothing herein shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

5. No Warranty.

All confidential information is provided "as is." each Party makes no warranties, express, implied or otherwise, regarding its accuracy, completeness or performance.

6. Return of Materials.

All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either Party to the other Party, and all copies thereof which are in the possession of the other Party, shall be and remain the property of the disclosing Party and shall be promptly returned to the disclosing Party upon the disclosing Party's written request.

7. No License.

Nothing in this Agreement is intended to grant any rights to either Party under any patent, mask work right or copyright of the other Party, nor shall this Agreement grant any Party any rights in or to the Confidential Information of the other Party except as expressly set forth herein.

8. Term.

This Agreement applies to Information disclosed during a disclosure period beginning on the Effective Date and terminating two (2) year thereafter (the "Initial Term"). The Parties' obligations under this agreement shall continue for a period of three (3) years after the expiration of the Initial Term. In case of breaking the terms of the contract a compensation of 25.000€ (twenty-five thousand euros) will be allocated.

9. Remedies.

Each of the Parties further agree that the unauthorized disclosure by it of Confidential Information received from the other Party will cause irreparable harm and significant injury to the other which may be difficult to ascertain. Accordingly, each Party agrees that the other shall be entitled to equitable relief, including without limitation, an immediate injunction enjoining any breach in addition to all other remedies available to such Party at law or in equity, being thus forced to legally respond for any harm and injury that may arise as a result of the non-fulfillment of any of the duties acquired

through this agreement.

10. Governing Law.

This Agreement shall bind and inure to the benefit of the Parties hereto and their successors and assigns. This Agreement will be interpreted and construed in accordance with the laws of Belgium, without regard to conflict of law principles.

11. Miscellaneous.

This document contains the entire agreement between the Parties with respect to the subject matter hereof, and neither Party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other Party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of

any other provision. Each Party intends that a facsimile of its signature printed by a receiving fax machine be regarded as an original signature and agrees that this Agreement can be executed in counterparts. The Parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither Party shall assign this Agreement without first securing the other Party's written consent.

12. Severability.

In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this agreement shall remain valid and enforceable as though such term were absent upon the date of its execution.

Written in Brussels on 24 September 2018 in two (2) copies, each Party acknowledges having received one original.

NextRide SPRL
represented by Thomas HERMINE
as Manager

FirstName LastName