

Reviewer Non-disclosure Agreement

T.M.C. Ruiter B ICT (hereinafter referred to as “Inventor”)

on the one part, and

A.J. Blokzijl (hereinafter referred to as “Reviewer”)

on the other part,

hereby agree that, except as may otherwise agreed in writing, the following terms and conditions shall be applicable to all meetings and communications between Inventor and/or representatives of Inventor and Reviewer, in connection with the review of any of

- a. the article “Secure Login without Passwords”, or any other document from the Inventor related to this article; and
- b. programming code simulating or truly executing logins using the principle described in fore-mentioned article;

hereinafter called “The Authorized Purpose”.

Clause I — Transfer of information

Information may be transferred between the Inventor and Reviewer to the extent necessary to fulfil The Authorized Purpose. All information, verbal or otherwise communicated, is to be regarded as “Confidential” and is hereinafter referred to as “Confidential Information”.

Clause II — Property

All Confidential Information disclosed or transferred by the Inventor to the Reviewer shall remain the property of the Inventor.

Clause III — Use and protection

The Reviewer agrees that, unless the Inventor gives its prior written authorization, the Reviewer shall, during a period of five (5) years from the date of receipt of any Confidential Information hereunder:

- a. Not use the Confidential Information disclosed by the Inventor to the Reviewer for any other purpose than for The Authorized Purpose; and
- b. Protect the Confidential Information against disclosure to third parties, in the same manner and with the same degree of care, but not less than a reasonable degree of care, with which it protects confidential information of its own.
- c. limit circulation of the Confidential Information disclosed by the Inventor to such employees of its own, of their authorized affiliated companies and of authorized third parties as have a need to know in connection with The Authorized Purpose.

The Reviewer hereby represents and warrants towards the Inventor that each of its employees receiving the Confidential Information shall be under a legal obligation to observe secrecy and not to disclose the Confidential Information.

Clause IV — Not confidential information

The Reviewer agrees that information disclosed pursuant to this Agreement which would otherwise be Confidential Information shall not be deemed Confidential Information to the extent that it:

- a. is or becomes part of the public domain without violation of this Agreement; or
- b. is known and on record at the Reviewer prior to disclosure by the Inventor; or
- c. is lawfully obtained by the Reviewer from a third party; or
- d. is furnished to others by the Inventor without similar restrictions to those herein contained as to the use or disclosure by the Inventor; or
- e. is developed by the Reviewer completely independently of any such disclosure by the Inventor; or
- f. is ascertainable from a commercially available product; or
- g. is required by law or court order to be disclosed.

Clause V — Reproduction, return, and destruction

The Reviewer shall reproduce Confidential Information only to the extent necessary for The Authorized Purpose. On written request from the Inventor, the Reviewer shall return, or have an officer certify the destruction of, all originals and copies of Confidential Information, within fourteen (14) days. Upon written request of the Inventor at any time during this Agreement, or at most ninety (90) days after termination of this Agreement, the Reviewer undertakes to fully and irretrievably delete any Confidential Information contained in electronic data processing equipment or electronic storage media (such as hard disks, tapes, diskettes, CD-ROMs, etc.) of the Reviewer, within fourteen (14) days.

Clause VI — Forced disclosure

In the event the Reviewer becomes legally required to disclose any Confidential Information, such Reviewer shall promptly and in advance of making such disclosure notify the Inventor of such legal requirement, so that the Inventor may, if it wishes to do so, seek an appropriate remedy to prevent the disclosure. The Reviewer will, if requested by the Inventor, cooperate with the Inventor in seeking such remedy.

Clause VII — Breaches

Should this Agreement be breached, money damages for breach of contract will be due for payment. Furthermore, any court of competent jurisdiction may enjoin the Reviewer from disclosing or utilizing the Confidential Information.

Clause VIII — No obligation

This Agreement creates no obligation to purchase, sell, develop, research or disclose anything. It creates no agency or partnership. This Agreement furthermore does not represent any commitment by each of the parties to enter into any further agreement with the other party.

Clause IX — Written communications

Written communications requesting or transferring Confidential Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing):

Inventor:

T.M.C. Ruiter
Terschelling 19
1967 EC HEEMSKERK
The Netherlands

Reviewer:

A.J. Blokzijl
Wieksloterweg westzijde 5
3763 LH SOEST
The Netherlands

Clause X — Sole purpose

This Agreement is solely for the purpose of governing the disclosure(s) as defined herein from Inventor to Reviewer in the context of The Authorized Purpose. In the event that the parties enter into an agreement concerning a business relationship, the provisions of such agreement concerning confidentiality of information shall supersede and prevail over any conflicting provisions of this Agreement.

Clause XI — Entire understanding

This Agreement constitutes the entire understanding between the parties and may not be modified except by agreement in writing, signed by all parties.

Clause XII — Invalid provisions

In the event that any of the provisions of this Agreement are, or become, invalid because they are inconsistent with the applicable law, this shall in no manner affect the other provisions of the Agreement as well as the Agreement as a whole. The parties shall be obliged to replace such invalid provisions by new legally valid ones having the most similar economic and/or legal effect.

Clause XIII — Failures

Failure of any party at any time to require performance of any provisions of this present Agreement shall not affect the right to require full performance thereof at any time thereafter.

Clause XIV — Governing law

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

Should any dispute arise amongst the parties, they shall make their best effort to resolve such a dispute amicably amongst themselves. Disputes arising in connection with this Agreement, if not amicably resolved by both parties, shall be settled by the competent courts at the domicile of the defendant.

Clause XV — Effectuation and termination

This agreement shall be effective with retroactive effect if applicable, as from 7 March 2013, for a period of 60 months as from that date, provided it has been signed by all parties.

Inventor:

T.M.C. Ruiter

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date

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signature

Reviewer:

A.J. Blokzijl

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date

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signature