



Mutual Non-Disclosure Agreement

DATE	VERSION	SUMMARY OF CHANGES	AUTHOR(S)
7 th Aug 2016	0.1	Initial version	Shurjeel Tousif
1 st Sep 2016	0.2	Added Logo & Color Profile	Shurjeel Tousif

Table 1: Version History

TABLE OF CONTENTS

PARTIES.....	2
TERMS AND CONDITIONS	2
1. Definitions	2
2. Obligations.....	2
3. Return of Conformation.....	2
4. No License.....	2
5. Suggestions and Feedback	3
6. Disclaimer	3
7. Termination	3
8. Trademarks/Publicity	3
9. Remedies	3
10. Waiver	3
11. Severability.....	3
12. Notices	3
13. Counterparts and Facsimile.....	4
14. Governing Law.....	4
15. Export Compliance.....	4
16. Assignment	4
17. Attorney's Fees	4
ENTIRE AGREEMENT	4

PARTIES

This Non-Disclosure Agreement (this “**Agreement**”) is made as of 4th November 2018 (the “Effective Date”) by **Shurjeel Tousif** and between SeQuenX B.V. (“**SeQuenX**”), having a principal place of business at Vitruviusstraat 138, 2314CW, Leiden, THE NETHERLANDS and Anil Kumar having a principal place of residence at _____ (“**Individual**”).

TERMS AND CONDITIONS

1. DEFINITIONS

“**Confidential Information**” means documents, data, software and information which, when provided by Discloser to Recipient, are clearly identified as “Confidential” or “Proprietary”, or that a reasonable person would understand to be confidential or proprietary based on the content of the information and the circumstances of its disclosure. “Confidential Information” does not include information which: (a) is already known to Recipient at the time of disclosure; (b) is or subsequently becomes publicly available through no wrongful act of Recipient; (c) is disclosed to or provided to Recipient by a third party without restriction; or (d) is developed independently by Recipient without use of or access to the Confidential Information.

“**Discloser**” means a party that discloses Confidential Information under this Agreement.

“**Recipient**” means a party that receives Confidential Information under this Agreement.

2. OBLIGATIONS

Recipient agrees not to permit access to, nor to disclose or display, Confidential Information other than to its authorized employees, contractors and advisors who are bound by confidentiality agreements that are similarly restrictive and who need to use or have access to the Confidential Information as permitted by this Agreement. Recipient will use such Confidential Information solely in connection with the discussion of a potential business relationship with Discloser. Recipient will use at least the same degree of care and in no event less than a reasonable degree of care, in protecting the Confidential Information as it generally exercises in protecting its own similar proprietary information. Notwithstanding any provision to the contrary, Recipient may disclose the Confidential Information as required by a court order or other legal demand; provided that Recipient gives reasonable notice to Discloser of such request to allow Discloser to seek a protective order or similar legal protection.

3. RETURN OF CONFORMATION

Upon Discloser’s written request, Recipient will cease using the Confidential Information and will return or destroy all copies of the Confidential Information. In addition, upon request, Recipient will certify its compliance with the obligations set forth in this Section.

4. NO LICENSE

Discloser shall retain all right, title and interest to the Confidential Information. Discloser has not granted any license under this Agreement to any intellectual property right, including without limitation, patent, copyright or trade secret.

5. SUGGESTIONS AND FEEDBACK

Either party may, at its option and in its sole discretion, provide suggestions or feedback related to the other party's products or services. In no event will such suggestions or feedback be considered confidential or proprietary to the party offering them. The receiving party will be free to use such suggestions as it chooses, without compensation to other party, except as expressly agreed in writing by the parties.

6. DISCLAIMER

Confidential Information is provided to Recipient "As Is". Discloser makes no warranties with respect to the Confidential Information or any material provided by Discloser and hereby disclaims all warranties, express, implied, or statutory, including warranties of merchantability, fitness for a particular purpose, title and non-infringement. In no event will Discloser be liable for the accuracy or completeness of the Confidential Information.

7. TERMINATION

This Agreement will terminate upon written notice by either party; provided that Recipient's obligations hereunder will continue as long as the information in question continues to meet the definition of "Confidential Information."

8. TRADEMARKS/PUBLICITY

Neither party will use the other party's name or trademarks, or refer to the other party, either directly or indirectly in any advertisement, publication or presentation, or in any manner that might imply endorsement, verification or certification, except as mutually agreed in writing by the parties.

9. REMEDIES

Nothing in this Agreement waives or limits remedies or causes of action available to Discloser to protect its intellectual property rights. Recipient acknowledges that the Confidential Information may contain certain trade secrets and proprietary information owned by Discloser and its licensors and that, in the event of a threatened or actual unauthorized disclosure of such information, Discloser will be entitled to such equitable or injunctive relief as may be deemed proper by a court of competent jurisdiction.

10. WAIVER

If one party fails to enforce any provision of this Agreement, it will not be precluded from enforcing the same provision at another time.

11. SEVERABILITY

In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be deemed modified the minimum extent necessary to render the provision enforceable in a manner that most closely represents the original intent of the parties. In such event, the remaining terms and conditions of this Agreement will remain in full force and effect and enforceable.

12. NOTICES

All notices, requests and demands, and other communications required or permitted under this Agreement will be in writing and will be deemed effective only: (a) upon delivery; if delivered personally to a party; (b) 1 business

day after deposit, if delivered to a nationally recognized courier service offering guaranteed overnight delivery; or (c) 3 business days after having been deposited in the United States mails, certified mail, postage prepaid, return receipt requested. All notices for each party will be sent to the addresses set forth in the preamble of this Agreement.

13. COUNTERPARTS AND FACSIMILE

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and which together will constitute one and the same instrument. The signature of any of the parties may be evidenced by a facsimile copy of this Agreement bearing such signature and such signature will be valid and binding as if an original executed copy of the Agreement has been delivered.

14. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the law of The Netherlands and the courts of The Hague shall have jurisdiction to resolve any disputes. The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transactions Act.

15. EXPORT COMPLIANCE

Confidential Information disclosed under this Agreement may be subject to export controls under the laws of the United States. Recipient will comply with such laws and agrees not to knowingly export, re-export or transfer the Confidential Information without first obtaining all required United States authorizations or licenses.

16. ASSIGNMENT

This Agreement and the rights granted under it may not be assigned or transferred by either party without the written consent of other party, except to a successor in interest in the event of a merger or acquisition of such party.

17. ATTORNEY'S FEES

In the event of any adjudication of any dispute under this Agreement, the prevailing party in such action will be entitled to reimbursement of its attorneys' fees and related costs by the other party.

ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of the terms and conditions between the parties governing the subject matter hereof. This Agreement supersedes all other agreements and communications, oral or written, with respect to its subject matter. It may be amended only by a written agreement between the parties.

In witness whereof, the parties have executed this Agreement as of the Effective Date.

For Individual:

Signature:

Name: Anil Kumar

Title: Java Developer

Date: 5th November 2018

For SeQuenX:



Signature:

Name: Shurjeel Tousif

Title: Managing Director

Date: 4th November 2018