Two-way Non-Disclosure Agreement   **Date:** 11-06-2024

Parties:

Bastiaan Schulte, a natural person residing at <mark>ADDRESS</mark> (the Recipient),

and

DA Systems, a company registered in **The Netherlands** under company number **70263655** whose registered office is at **Rivium 2de straat 22, 2909 LG, Capelle aan den IJssel** (the Discloser)

have agreed as follows:

1. The Discloser intends to disclose information (the Confidential Information) to the Recipient for the purpose of **software development and support** (the Purpose).
2. The Confidential information includes, but not limited to:
     * the business plans or operations of the Disclosing Party;
     * product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, inventions (whether patentable or not), marketing plans, forecasts and strategies;
     * the business or any information of any customer or partner of the Disclosing Party;
     * architecture blueprints, concepts, designs, flow charts, documentation, product specifications, application program interface specifications;
     * object and source codes.
3. The Recipient undertakes not to use the Confidential Information for any purpose except the purpose as defined in clause 1, without first obtaining the written agreement of the Discloser.
4. The Recipient undertakes to keep the Confidential Information secure and not to disclose it to any third party without the Discloser's consent and even then only **to professional advisers** who need to know it for the Purpose and provided that they know they owe a duty of confidence to the Discloser and who are bound by obligations equivalent to those in clause 3 and this clause 4.
5. The undertakings in clauses 3 and 4 above apply to all of the information disclosed by the Discloser to the Recipient, regardless of the way or form in which it is disclosed or recorded, but they do not apply to:

   a) any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or

   b) any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the Discloser.
6. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any regulatory authority.
7. The Recipient will, on request from the Discloser, return all copies and records of the Confidential Information to the Discloser and will not retain any copies or records of the Confidential Information, and will confirm in writing that all copies and records have been returned or destroyed.
8. Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the Discloser except the right to copy the Confidential Information solely for the Purpose.
9. The undertakings in this agreement will continue in force in full **indefinitely from the date of this Agreement.**
10. Any disputes arising from this Agreement shall be settled in negotiations between the Parties or if required be brought for settlement by mediation. The legal jurisdiction for court action of this contact is of the plaintiff's choosing, but must be the country of origin of either Party.

Signed by:

A. Chirikba (signature)

A. Chirikba   CTO
Name   Position

Signature

<mark>NAME</mark>   <mark>POSITION</mark>
Name   Position

B.A. Schulte   candidate