RAINCODE

NONDISCLOSURE AGREEMENT

Agreement between

RAINCODE SPRL, with its principal address at 45, Rue de la Caserne - 1000 Brussels, Belgium
Represented by Julien Fontignie, in his capacity as COO
hereinafter referred to as "RAINCODE"

and

PHAM Hoang Son with its principal address at Reaumur Building, Place Saint Barbe 2 / L5.02.01 - 1348 Louvain-La-Neuve, Belgium in his capacity as researcher
hereinafter referred to as "PARTNER"

WHEREAS, for the purpose as stated in Section 2 below **RAINCODE** and **the PARTNER** (collectively referred to as the "Parties" and individually referred to as a "Party") have determined to establish terms governing the use and protection of Confidential Information (as defined in Section 1 below) that each party ("Disclosing Party") has disclosed or may disclose to the other ("Receiving Party").
NOW, THEREFORE, the Parties agree as follows:

1. "Confidential Information" means any information related to the purpose stated in Section 2 below or that, although not related to such purpose, is nevertheless disclosed as a result of the Parties' discussions in that regard, and that should reasonably have been understood by the Receiving Party, because of legends or other markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the Disclosing Party, an Affiliate of it or to a third party. Confidential information may be disclosed in written or other tangible form (including on magnetic media) or by oral, visual or other means. The term "Affiliate" means any person or entity directly or indirectly controlling controlled by, or under common control with a Party.

2. The Receiving Party may use the Confidential Information only for the purpose of the project INTiMALS, only only during the period of time stated in the first sentence of Section 9.

3. The Receiving Party shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. The Receiving Party may disclose Confidential Information received hereunder to (i) its Affiliates who agree, in advance, in writing, to be bound by this agreement, and (ii) to its employees, and its Affiliates' employees, who have a need to know, for the purpose of this Agreement, and who are bound to protect the received Confidential Information from unauthorized use and disclosure under the terms of a written agreement, Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of the Disclosing Party.

4. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that:
(a) Was publicly known at the time of the Disclosing Party's communication thereof to the Receiving Party;
(b) Becomes publicly known through no fault of the Receiving Party subsequent to the time of the Disclosing Party communication thereof to the receiving Party;
(c) Was in the possession of the Receiving Party free of any obligation of confidence at the time of the Disclosing Party's communication thereof to the Receiving Party;
(d) Is developed by the Receiving Party independently of and without reference to any of the Disclosing Party's Confidential Information or other information that it disclosed in confidence to any third party;
(e) Is rightfully obtained by the Receiving Party from third parties authorized to make such disclosure without restriction; or
(f) Is identified by the Disclosing Party as no longer proprietary or confidential.

5. In the event the Receiving Party is required by law, regulation or court order to disclose any of the Disclosing Party's Confidential Information, the Receiving Party will promptly notify the Disclosing Party in writing prior to making any such disclosure in order to facilitate such Party seeking a protective order or other appropriate remedy from the appropriate body. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

6. All Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall be and remain the property of the Disclosing Party. All such information in tangible form shall be returned to the Disclosing Party promptly upon written request or the termination or expiration of this Agreement, and shall not thereafter be retained in any form by the Receiving Party, its Affiliates, or any employees of the Receiving Party or its Affiliates.

7. No licenses or rights under any patent, copyright, trademark, or trade secret are granted or are to be implied by this Agreement. Neither Party is obligated under this Agreement to purchase from or provide to the other Party any service or product.

8. The Disclosing Party shall not have any liability or responsibility for errors or omissions in, or any decisions made by the Receiving Party in reliance on, any Confidential Information disclosed under this Agreement.

9. This agreement shall become effective as of the date first written above and shall automatically expire three (3) years thereafter, provided, however, that prior to such expiration, either Party may terminate this Agreement at any time by written notice to the other. Notwithstanding such expiration or termination, all the nondisclosure obligations of the Receiving Party pursuant to this Agreement shall survive with respect to any Confidential Information received prior to such expiration or termination.

10. Except upon the prior, written consent of the other Party, or as may be required by law, a Party shall not in any way or in any form disclose the existence or terms of this Agreement, the discussions that gave rise to this Agreement or the fact that there have been, or will be, discussions or negotiations covered by this Agreement.

11. The Receiving Party acknowledges that Confidential Information is unique and valuable to the Disclosing Party, and that disclosure in breach of this Agreement will result in irreparable injury to the Disclosing Party for which monetary damages alone would not be an adequate remedy. Therefore, the Receiving Party agrees that in the event of a breach or threatened breach of confidentiality, the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

12. A Party shall not assign any of its rights or obligations hereunder, except to an Affiliate or successor in interest, without the prior, written consent of the other.

13. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

14. This Agreement; (a) is the complete agreement of the Parties concerning the subject matter hereof and supersedes any prior such agreements with respect to further disclosures concerning such subject matter; (b) may not be amended or in any manner modified except by a written instrument signed by authorized representatives of both Parties; and (c) shall be governed and construed in accordance with the laws of Belgium without regard to its choice of law provisions. The parties hereto submit to the exclusive jurisdiction of the competent courts in Brussels.

15. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

NAME	RAINCODE
By: Pham Hoang Son	By: Julien Fontignie
Title: researcher	Title: COO
Date: May 28 2018	Date: _____
Signature: _____	Signature: _____