NON-DISCLOSURE AGREEMENT

For the purpose of exploring a potential business relationship this Non Disclosure Agreement (this “Agreement”) is entered into on this \_\_\_ Day of \_\_\_\_ 2012, between Synechron Technologies Netherlands B. V. (“Synechron”), a Corporation with its principle place of business at Buitenveldertselaan 106, 1081 AB, Amsterdam, The Netherlands and [CLIENT COMPANY] both Parties agree to abide by the clauses described in this agreement:

1. **Nondisclosure of confidential information**
2. Both Parties understand and agree that each Party may have access to the confidential information of the other party. For the purposes of this agreement, “Confidential Information” means proprietary and confidential information about the Disclosing Party’s (or its suppliers’) business or activities. Such information includes all business, financial, technical, and other information marked or designated by such Party as “confidential” or “proprietary.” Confidential Information also includes information, which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential. For the purpose of this Agreement:

“Disclosing Party” means the Party to this Agreement that discloses Information, directly or indirectly, to the Receiving Party under this Agreement.

“Receiving Party” means the Party to this Agreement that receives Information, directly or indirectly, from the Disclosing Party.

1. For the purposes of this agreement, Confidential Information does **not** include:
   * 1. Information that is currently in the public domain or that enters the public domain after the signing of this agreement.
     2. Information a Party lawfully receives from a third Party without restriction on disclosure and without breach of a nondisclosure obligation.
     3. Information that the Receiving Party knew prior to receiving any Confidential Information from the Disclosing Party.
     4. Information that the Receiving Party independently develops without reliance on any Confidential Information from the Disclosing Party.
     5. Information retained in intangible form in the unaided memories of its directors, employees/contractors and advisors (representatives)as a result of viewing Disclosing Party’s Confidential Information.

A representatives memory will be considered unaided if the representative has not intentionally memorized the information for the purpose of retaining and subsequently using or disclosing the Confidential Information.

1. Each Party agrees that it will not disclose to any third Party or use any Confidential Information disclosed to it by the other Party except when expressly permitted in writing by the other Party. Each Party also agrees that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control.
2. **Term**

The term of this agreement is 1 year from the date of execution by both Parties.

1. **Title**

The Receiving Party agrees that all Confidential Information furnished by the Disclosing Party shall remain the sole property of the Disclosing Party.

1. **Disclaimer**

Nothing contained in this agreement or in any Confidential Information constitutes any express or implied warranty of any kind. All representations or warranties, whether express or implied, including fitness for a particular purpose, merchantability, title, and non-infringement, are hereby disclaimed. Neither this agreement nor any Confidential Information shall create, nor shall be deemed to create, a legally binding or enforceable agreement or offer to enter into any business relationship.

1. **No license granted**

Neither Party grants to the other any license, by implication or otherwise, to use any Confidential Information except as expressly provided in this agreement.

1. **General**
2. Both Parties understand that there may be no adequate remedy at law for breach of this agreement. Therefore, each Party agrees that if it breaches this agreement, the other Party is entitled, in addition to any other rights available in law or equity, to immediate injunctive relief without any requirement to post a bond or other security.
3. This agreement may be amended only in writing, signed by both Parties.
4. This agreement shall be governed by the laws of the Netherlands, without regard to the actual state or country of residence or incorporation of the Parties.

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| **SYNECHRON TECHNOLOGIES NETHERLANDS B. V.** |  | **[CLIENT COMPANY]** |
| Company Name |  | Company Name |
|  |  |  |
| Name of Representative and Job Title |  | Name of Representative and Job Title |
| Signature of Representative |  | Signature of Representative |
| Date |  | Date |