**NON-DISCLOSURE AGREEMENT**

The undersigned:

<<ConsultantOrg>>, with principal office at <<ConsultantAddress>>, duly represented by <<ConsultantFullName>> ("Consultant")

and

The <<DiscloserOrg>>, with principal office at <<DiscloserCityState>>, duly represented by <<DiscloserFullName>> (the "Firm")

TAKING INTO CONSIDERATION:

A Consultant and the Firm are discussing a business proposition.

B The Firm has competitive and valuable Confidential Information (as defined in clause 1.1 below) regarding its products and processes, research and development and business operations.

C Consultant wishes to receive and review this Confidential Information for the purpose of a proper assessment of the business proposition.

D Terms and conditions have to be agreed in order to warrant that the Confidential Information will remain confidential and to prevent that the Confidential Information shall be used for any activity not directly related to the purpose for which it is made available.

HEREBY AGREE AS FOLLOWS:

1 DEFINITIONS

1.1 *Confidential Information:*  
any proprietary, non-public information that the Firm marks or identifies as confidential and includes, but is not limited to, technical data and know how such as schematics, drawings, specifications and descriptions of the Firm's products and processes, information regarding the Firm's research and development programs, software (source code or object code), commercial and marketing data such as sales and customer information, the Firm's business policies or practices, financial data and legal documents and information received from others that the Firm must treat as confidential, and other materials and information of a confidential nature or which under the circumstances ought to be treated as confidential.

1.2 *Restricted Persons:*  
Consultant's employees, consultants, parent, subsidiaries, affiliates and other persons related to Consultant to whom Consultant discloses any Confidential Information or who have access to any Confidential Information.

2 CONFIDENTIAL INFORMATION

2.1 The Firm makes no warranty regarding the accuracy or reliability of any Confidential Information.

2.2 All Confidential Information is and shall remain the sole and exclusive property of the Firm. Consultant understands and agrees that it is not allowed to sell, license or otherwise exploit anything that embodies in whole or in part any Confidential Information without the Firm's prior written consent.

2.3 The disclosure of any Confidential Information to Consultant shall not be construed as the granting of a license or any other express or implied right under any patent, patent application, copyright, copyright registration, trade secret or other proprietary right by the Firm to Consultant.

2.4 The Firm will not be liable for any expenses or losses incurred or any action undertaken by Consultant as a result of the receipt of Confidential Information. The entire risk arising out of the use of the Confidential Information remains with Consultant. More in particular, the Firm does not warrant that it will release any product concerning which information has been disclosed as a part of the Confidential Information.

3 CONFIDENTIALITY

3.1 Consultant shall keep the Confidential Information strictly confidential and in connection herewith:

a Consultant shall disclose Confidential Information to Restricted Persons on a need-to-know basis only;

b Consultant shall inform the Restricted Persons of the existence and content of this Agreement before disclosure of any Confidential Information;

c Consultant shall instruct all Restricted Persons to maintain confidentiality, to refrain from making unauthorized copies and to accept continued confidentiality in case their current relationship to Consultant changes or is terminated;

d Consultant shall maintain appropriate written agreements with all Restricted Persons sufficient to enable it to comply with the terms of this Agreement and Consultant represents and warrants that the Restricted Persons will comply with the terms of this Agreement.

3.2 Consultant shall not use any Confidential Information for any other purpose than the purpose expressly contemplated by this Agreement or as authorized by the Firm.

3.3 There shall be no duty to keep the Confidential Information confidential in accordance with clause 3.1 if (and in so far as):

a the Firm granted prior written permission for disclosure;

b the Confidential Information was already available to Consultant (having obtained that information by itself or having received it legally from third party sources);

c the Confidential Information is at the time of disclosure generally known by or available to the public or later became so known or available unless this is due to an action of or failure to act by Consultant;

d disclosure is required by law provided Consultant shall give the Firm reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

4 NO REPRODUCTION OF INFORMATION; SECURITY MEASURES

4.1 Consultant shall not reproduce, summarize or distribute the Confidential Information nor save the Confidential Information in any format, whether electronically, optically, by photocopying, recording or in any other way without the Firm's prior written consent. Consultant shall use any such reproduced Confidential Information only in pursuance of Consultant's business relationship with the Firm and in accordance with the provisions set out in this Agreement.

4.2 Consultant shall take reasonable security measures to keep the Confidential Information confidential, which measures shall in any event be equivalent to the measures it takes to protect its own confidential information.

5 RETURN OF CONFIDENTIAL INFORMATION

5.1 If for any reason whatsoever the discussions concerning the business proposition are terminated or suspended or if the business relationship between the parties ends or whenever the Firm so requests, Consultant will immediately return:

a all documents, memo's and other data which have been supplied in connection with this Agreement;

b all copies, reproductions and summaries thereof;

c all other datacarriers on which Confidential Information is stored.

5.2 Whenever the Firm so requests:

a Consultant will delete all or part of the Confidential Information irreversibly, and

b certify the destruction of the Confidential Information.

6 OBLIGATIONS AND REMEDIES

6.1 The Firm may visit Consultant's premises, with reasonable prior notice and during normal business hours, to review Consultant's compliance with the terms of this Agreement.

6.2 Consultant shall notify the Firm immediately upon discovery of disclosure of Confidential Information or of unauthorized use of Confidential Information or upon any other material breach of this Agreement.

6.3 Consultant shall cooperate with the Firm in every reasonable way to help the Firm regain possession of any Confidential Information and prevent further unauthorized use or disclosure.

6.4 In case of unauthorized use or disclosure of the Confidential Information by Consultant, the Firm shall be entitled:

a to claim and receive compensation if the Firm can prove that the actual damage sustained will exceed the amount of the agreed liquidated damages;

b to seek such injunctive or equitable relief as may be deemed appropriate by a court of competent jurisdiction.

7 MISCELLANEOUS

7.1 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a subsequent written agreement signed by both parties.

7.2 The provisions of this Agreement can only be waived by an instrument in writing signed by an authorized officer of the Firm and none of the provisions of this Agreement shall be deemed to have been waived by any other act or by acquiescence on the part of the Firm, its agents or employees. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provisions of this Agreement.

7.3 If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Should any of the obligations of this Agreement be found illegal or unenforceable as being too broad with respect to the duration, scope or subject matter thereof, such obligations shall be deemed and construed to be reduced to the maximum duration, scope or subject matter allowed by law.

7.4 All obligations created by this Agreement shall survive the change or termination of the business relationship between the parties.

8 TERM OF THE AGREEMENT

This Agreement shall have an indefinite term.

9 APPLICABLE LAW; COMPETENT COURT

9.1 This Agreement shall be governed by the laws of United States.

9.2 All disputes in respect of this Agreement, the negotiations which led to this Agreement, the execution of the Agreement, and all further issues in connection with this Agreement must be submitted in first instance to the appropriate court in <<ClientCounty>> County, <<ClientStateLong>>.

Signed in the respective offices of the parties by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

<<ConsultantOrg>>

By: <<ConsultantFullName>>

Title: <<ConsultantTitle>>

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

<<DiscloserOrg>>

By: <<DiscloserFullName>>

Title: <<DiscloserTitle>>

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_