



# Confidentiality agreement

S&B

CONFIDENTIALITY AGREEMENT («Agreement») dated as of .....  
between ..... [your name] and YANNICK Y. LONGANGA and PARTNERS have  
consented to make information available to the other party on a confidential basis.

The parties agree as follow :

1. **NONDISCLOSURE.** Each party agrees to keep confidential and not to disclose (or allow any of its employees to disclose) any of the other party's Confidential Information. Each party agrees not to use (or allow any of its employees to use) any of the other party's Confidential Information for any purpose other than the purpose for which the parties are exchanging such Confidential Information. Each party further agrees to disclose Confidential Information only to those employees who have a need to know such information and who are bound by nondisclosure obligations consistent with the terms of this Agreement. In the case of Company, authorized disclosures will be limited to YANNICK Y. LONGANGA and PARTNERS.

2. **CONFIDENTIAL INFORMATION.** A party's «Confidential Information» means any information that is not generally available to the public and that is treated as confidential by the disclosing party, including, without limitation, any software, tools, frameworks, know-how, industry information, and client-related information disclosed by such party; provided, however, that «Confidential Information» shall not include any information that (i) is publicly available other than as a result of the recipient's breach hereof, (ii) was in the recipient's possession prior to its receipt hereunder, (iii) was disclosed to the recipient by a third party reasonably understood to have the right to disclose it, or (iv) is independently developed by or on behalf of or acquired by the recipient without use of Confidential Information of the disclosing party hereof. Nothing in this agreement is intended to restrict a party's ability to use its general knowledge provided that it

3. **COMPLIANCE WITH LAWS.** If a party becomes legally compelled to disclose any of the Confidential Information received from the other party, the compelled party shall use reasonable efforts to provide such other party with prompt notice of such requirement or advice prior to disclosure so that such other party may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, the compelled party agrees to furnish only that portion of the Confidential Information that it is legally required to so furnish and, at the request and expense of such other party, to use reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

4. **RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION.** If a party so requests in writing, the other party shall return or destroy within ten business days all copies of Confidential Information provided by the requesting party in its or its employees' possession and certify within such period that it has done so.

5. **EQUITABLE RELIEF.** In the event of any breach of the provisions of this Agreement, the affected non-breaching party shall be entitled to seek equitable relief, including in the form of injunctions and orders for specific performance, in addition to any and all other remedies available at law or in equity.

6. **PUBLICITY.** The parties agree that, without the prior written consent of the other party, neither party shall refer to the other party or attribute any information to the other party in any external communication for any purpose, including without limitation in press releases, web sites, offering memoranda, and conversations with analysts.

7. **NON-EXCLUSIVITY.** Nothing herein requires either party to proceed with any proposed transaction or relationship. Each party may terminate the discussions hereunder at any time; provided that the restrictions stated herein shall survive indefinitely. Each of the parties acknowledges and agrees that the other party may have entered into and may continue to enter into discussions with third parties concerning the subject matter of the discussions hereunder, provided that nothing in this sentence shall limit the obligations of the parties under this Agreement. Nothing in this Agreement shall be construed as a representation or agreement that the each party will not develop, or have developed for it, products, concepts, information, systems, or techniques that are similar to or compete with the products, concepts, information, systems or techniques contemplated by or embodied in any Confidential Information, provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development. Notwithstanding anything in this Agreement, it is understood that during the course of working together, each party may further develop its general knowledge, skills and experience. Each party may use and disclose its own confidential information and this general knowledge, skills and experience as retained in intangible form without restriction.

8. **GENERAL CLAUSES.** The validity and construction of this Agreement shall be governed by the laws of Belgium, excluding the conflicts-of-laws principles thereof. This Agreement states the entire agreement and understanding of the parties on the subject matter of this Agreement and supersedes all previous agreements, arrangements, communications, and understandings relating to that subject matter. Nothing in this Agreement shall be deemed to constitute any party a partner, joint venturer, employer, employee, master, servant, principal, or agent of any other party or of any other person. This Agreement may be executed in counterparts.

YANNICK Y. LONGANGA and PARTNERS

COLLABORATOR

Name : .....

Name : .....

Title : .....

Title : .....

Date : .....

Date : .....