



1 Mutual Non-disclosure Agreement (SECCOM 01072013)

Both of the undersigned parties (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose trade secrets or other confidential proprietary information and/or ideas or inventions (whether or not patentable), which to the extent previously, presently or subsequently disclosed to the Receiving Party is hereinafter referred to as "Confidential Information" of the Disclosing Party.

Without limiting the generality of the foregoing, Confidential Information includes, but is not limited to, the following types of information and materials, whether or not reduced to writing or still in development designs, concepts, drawings, ideas, inventions, specifications, techniques, models, data, source code, object code, documentation, research, development plans, processes, procedures, new products or new technology information, marketing techniques, materials and plans, timetables, strategies, prospective trade names or trademarks, customer information, pricing policies, and financial information.

In consideration of the parties' discussions and any access of the Receiving Party to Confidential Information of the Disclosing Party, the Receiving Party hereby agrees as follows:

Article 1

The Receiving Party agrees:

- (a) to hold the Disclosing Party's Confidential Information in strict confidence including, without limitation taking all precautions the Receiving Party employs with respect to its confidential information and materials;
- (b) not to divulge any such Confidential Information and/or any information derived therefrom to any third party;
- (c) not to make any use whatsoever at any time of such Confidential Information other than for the purposes of the negotiations or business relationship with the Disclosing Party;
- (d) not to remove or export from The Netherlands any such Confidential Information; and
- (e) not to copy, alter, modify, disassemble, or reverse engineer any such Confidential Information.

Article 2

2.1 Without granting any right or license the Disclosing Party agrees that Confidential Information does not include any information that:

- (a) is or becomes (through no improper action or inaction by the Receiving Party or any employee, agent, consultant or affiliate) generally available to the public;
- (b) was in Receiving Parties' possession or known by the Receiving Party prior to receipt from the Disclosing Party;
- (c) was rightfully disclosed to the Receiving Party by a third party without restriction; or
- (d) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

2.2 The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent, reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the Disclosing Party to participate in the proceeding.