



MUTUAL NON DISCLOSURE AGREEMENT (NDA)

THIS AGREEMENT is made on _____, 20__ by and between **myProto a DVC division, Rue Caporal Trésignies 6, 1190 Brussels - Belgium** (the “Company”) and _____(the Third Party”).

1. **Purpose.** The Company and Third Party wish to explore a business possibility under which each may disclose its Confidential Information to the other.

2. **Definition.** "Confidential Information" means any information, technical data, or know-how, including, but not limited to, that which relates to research, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing or finances, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed promptly in writing as having been disclosed as confidential or proprietary. Confidential Information does not include information, technical data or know-how which (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; or (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party, or (iii) is approved for release by the disclosing party.

3. **Non-Disclosure of Confidential Information.** The Company and Third Party agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between the two. Neither the Company nor Third Party will disclose the Confidential Information of the other to third parties or to the receiving party's employees except employees who are required to have the information in order to carry out the contemplated business. Each has had or will have employees to whom Confidential Information of the other is disclosed sign a Non-Disclosure Agreement in content substantially similar to this Agreement and will notify the other in writing of the names of the persons who have signed such agreements promptly after such agreements are signed. Each agrees that it will take all reasonable steps to protect the secrecy of and avoid disclosure or use of Confidential Information of the other in order to prevent it from falling into the public domain or the possession of unauthorized persons. Each agrees to notify the other in writing of any misuse or misappropriation of such Confidential Information of the other which may come to its attention.

4. **Return of Materials.** Any materials or documents of which have been furnished by one party to the other will be promptly returned, accompanied by all copies of such documentation after the business possibility has been rejected or concluded.



5 Patent or Copyright Infringement. Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of determining whether to enter into the proposed business relationship between the parties.

6. Term. The foregoing commitments in this Agreement shall terminate five (5) years following the date of this Agreement.

7. Miscellaneous. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information may not be assigned without consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

8. Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of the Belgium. Only the courts of Brussels shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

9. Remedies. Each party agrees that its obligations here-under are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach of any covenant or agreement set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

MyProto a division of DVC SA/NV
Represented by: **Marc VERTONGEN**

Title: Chief Executive Officer

Date

Signature

“THIRD PARTY”

Represented by

Title:

Date:

Signature :