**CONFIDENTIAL INFORMATION NON-DISCLOSURE AGREEMENT**

This agreement is made the .........August 2020, by and between VERHAERT NEW PRODUCTS AND SERVICES, Hogenakkerhoekstraat 21 - 9150 Kruibeke, represented by Frederik Wouters,

("Disclosing Party" or "Receiver" as the case may be)

and.....................................................................................................................................

("Disclosing Party" or "Receiver" as the case may be).

Whereas, Receiver may receive certain data and other information of confidential or proprietary nature from the Disclosing Party related to Free workshop to Copernicus winners, summer 2020, & accompanying Receiver internal company information.

Whereas, the Disclosing Party considers this information confidential but is willing to provide such information on a confidential basis;

Now, therefore, the parties hereto agree as follows :

1. DEFINITION

"Confidential Information" means any and all unpublished information owned or controlled by the Disclosing Party that relates to the technical, manufacturing, marketing, sales, or financial operations of the Disclosing Party and that is generally not disclosed by the Disclosing Party to the public, including, without limitation, proprietary processes and designs, trade secrets, know-how, inventions (whether or not patentable), concepts, formulas, technical drawings and data, research subjects, methods and results, proprietary computer software, unpublished product specifications and characteristics, manufacturing processes, production techniques, plans for future products, business and marketing plans and strategy, product development plans, pricing policies, cost and profit information, customer lists, supplier identities and the like, whether disclosed orally, in writing, or by inspection.

Any such information will be clearly identified by the word “Confidential” on each page.

Where confidential information is transmitted under a form other than a written document or drawing, this will be clearly identified in the minutes of the meeting where such information is transmitted.

2. NONDISCLOSURE AND USE

Receiver agrees :

2.1) to use Confidential Information only for the purpose of evaluating the Disclosing Party's products and advising the Disclosing Party;

2.2) to retain in confidence all such Confidential Information, and;

2.3) not to disclose any such Confidential Information to anyone except employees of Receiver who are authorized to receive Confidential Information. Receiver shall, upon request by the Disclosing Party, provide the Disclosing Party with a list of all persons who have had access to Confidential Information from Receiver.

3. LIMITATIONS

The obligations imposed by this Agreement on Receiver shall not apply to any Confidential Information that :

3.1) was in the public domain at the time it was disclosed to Receiver;

3.2) was known to Receiver at the time of disclosure as evidence by documentation bearing a date prior to the date of such disclosure;

3.3) is disclosed with the prior written approval of the Disclosing Party;

3.4) was independently developed by Receiver without any use of the Confidential Information;

3.5) becomes publicly known to Receiver from a source other than the Disclosing Party without breach of this Agreement by Receiver.

4. TERM

The obligation of Receiver under this Agreement shall continue for three (3) years after the date of disclosure to Receiver or the effective date of this Agreement, whichever is later in time.

5. RETURN OF CONFIDENTIAL INFORMATION

Upon request by the Disclosing Party or upon completion of the business dealing relating to the Confidential Information, Receiver shall promptly return to the Disclosing Party, or if requested by the Disclosing Party destroy all tangible material and copies thereof that disclose or relate to any of the Confidential Information and provide written confirmation of this by an officer of Receiver.

6. GOVERNING LAW AND DISPUTES

This Agreement shall be governed by the law of Belgium. All disputes arising in connection with, or as a result of this Agreement shall be finally settled by the courts of Antwerp.

7. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties as to the subject matter hereof and supersedes any previous or contemporaneous understandings or agreements, oral, or written, as to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and

year first above written, ACKNOWLEDGED AND AGREED upon in twofold :

For VERHAERT NEW PRODUCTS & SERVICES For ………………………………

Frederik Wouters

 ……………………………………

*Name and signature Name and signature*

Director Business Development

 ………………………………………

*Title Title*

...................... ………………………………………

*Date Date*