

## CONFIDENTIALITY AGREEMENT

BETWEEN: Three-PM International Ltd., a limited liability company under UK law having its registered office at Laan van Eikenrode 28, 1231 BP Loosdrecht, The Netherlands.

Hereafter referred to as "Three-PM",

Represented by Eric Jan Krupe and Gert Jan Troost, both acting as director

AND:

Hereafter referred to "as the contractor",

Represented by

### WHEREAS

- A. To enable both parties to discuss the possibility of entering into an agreement, the parties find it necessary to disclose information (whether in written, oral or visual form) of themselves or any of their associated companies (or which any of them is entitled to use) such as patents, trade marks, service marks and registered designs (together with applications for any of the foregoing), copyright, design rights, know-how, trade names, business names, technical or non technical data, formulae, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product data, product plans, names of actual or potential customers or suppliers, and any other information that is used in their business or that of any of their associated companies (hereafter referred to as "Information"). However, Information in the meaning of the present Agreement shall not include :
- (1) information which is already or which becomes public knowledge other than as a result of a breach of this Agreement;
  - (2) information which was already known to either party (otherwise than under an obligation of secrecy to the other) prior to receipt of information supplied to that party under this Agreement;
  - (3) information disclosed by a third party who has a legal right to do so and has not acquired such information as a result of a breach of this Agreement or any other agreement;
  - (4) information independently generated by either party without the use of and not as a consequence of the Information received from the other party hereunder.
- B. The parties consider their relationship one of confidence with respect to the Information and agree that the Information constitutes valuable trade secrets which are their sole property or that of any of their associated companies or which any of them is entitled to use.
- C. Whether or not further discussions will take place or both parties will enter into a further agreement, the parties agree to keep the Information confidential subject to the terms and conditions set forth in this Agreement.

### IT IS AGREED AS FOLLOWS:

1. The parties agree that they shall at all times treat as confidential and keep secret all the Information disclosed to or learned by them.
2. Each party shall not without the prior written consent of the other divulge any of the Information to any person other than its own employees/subcontractors who need to know the same for the purpose of the discussions between the parties or, as the case may be, for the performance of its obligations under any subsequent agreement.
3. Each party undertakes to ensure that the persons mentioned in clause 2 are made aware, prior to the disclosure to them of any Information, that the same is confidential and that they owe a duty of confidence to the other party and/or the owner of the Information.
4. If one party intends to disclose any Information to any of those persons mentioned in clause 2 it shall procure that those persons shall each execute suitable confidentiality undertakings (in a form approved by the other) in favour of the other party and/or the owner of the Information.
5. Each party shall promptly notify the other if it becomes aware of any breach of confidentiality by any person to whom Information shall have been divulged hereunder, and shall give the other party all reasonable assistance to protect its

rights, or shall take appropriate defensive measures against any claim of infringement, in accordance with the instructions of the other party.

6. Each party shall :
  - 6.1 effect and maintain adequate security measures to safeguard the Information from access or use by any unauthorised person;
  - 6.2 retain the Information and all copies thereof under its control;
  - 6.3 not make any copies of any of the Information (save such copies as shall be necessary for the purpose of the discussion between the parties or, as the case may be, for the performance of its obligations under any subsequent agreement, and where such copying has been approved by the other party); and
  - 6.4 maintain a full and accurate record of any such copying and disclosure of the Information, and produce such record to the other party forthwith on request.
7. All rights of whatever nature in the Information shall remain vested in the party entitled to those rights, and nothing in this Agreement shall be construed as granting any right or licence in respect of any part of the Information to the other party.
8. Both parties acknowledge and agree that each term of this Agreement:
  - 8.1 is reasonably necessary to protect their interests and/or that of the owner of the Information; and
  - 8.2 shall continue in force whether or not further discussions take place or a further agreement is entered into.
9. Each party shall deliver (free of any condition, restriction, lien or other encumbrance) to the other party upon request from time to time and in any event when the parties do not enter into an agreement or, as the case may be, upon the termination of any agreement, all Information, all other materials developed using the Information and all copies or other physical embodiments thereof (on whatever media and in whatever form) which shall be in its possession or control and/or in that of its subcontractors or any other person to whom it has been provided.
10. If one party and/or any of the persons mentioned in clause 2 fails to comply with the obligations under this Agreement and/or any of the confidentiality undertakings, such party shall indemnify the other party and/or the owner of the Information against any loss or damage sustained or incurred by such party as a result of such failure.
11. In addition to the remedies referred to in clause 10, each party shall have the right to obtain a cease and desist order or to avail itself of similar legal remedies. The exercise of these rights will not constitute a waiver of any other rights which such party may have against the other party in accordance with statutory provisions.
12. If some of the Information is found to infringe any third party's intellectual property rights, each party waives the right to institute any claims against the other party and/or its associated companies.
13. In any dispute between the parties hereto arising under this Agreement, each party shall be entitled to reasonable attorney fees and other costs of litigation incurred by it in addition to all other remedies if it prevails.
14. All Information shall remain the property of the respective party and/or the owner of the Information and each party is entitled to use it only for the purpose of the discussion between the parties or, as the case may be, for the performance of its obligations under any subsequent agreement.
15. This Agreement is the entire agreement between the parties concerning the Information. This Agreement is subject to Dutch law and the Amsterdam courts have exclusive jurisdiction.
16. The existence of this Agreement shall in no way be construed to warrant any further business relationship.

Executed in Loosdrecht on Month the xx<sup>th</sup> 2009, in two (2) originals of which each party declares to have received one (1) original.

Three-PM International Ltd

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