

## MUTUAL NON-DISCLOSURE AGREEMENT

Month DD, YYYY (Effective Date)

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of the Effective Date, between

**21Net Belgium NV**, having its address Leuvensesteenweg 350, 3190 Boortmeerbeek, Belgium, hereinereafter referred as to **21Net**,

and

**COMPANY NAME**, having its address **COMPANY ADDRESS**, hereinafter referred as **NAME**.

**21Net** and **NAME** are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

Each party and its Affiliates are a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. "Affiliate" means any company which is, now or during the term of this Agreement, a wholly-owned subsidiary of a party or any of its wholly-owned subsidiaries, the parent company of a party, or a wholly-owned subsidiary of the parent company.

For the purpose of this agreement the term "business arrangement" means any arrangement between the parties under this agreement.

### 1. Scope of the Agreement

Describe in a few lines the purpose of the NDA.

### 2. Confidential Information is defined as any

- 2.1 information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, and services of Company;
- 2.2 non-technical information relating to Company's products, including without limitation pricing, margins, merchandising plans, strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans and any other information which is proprietary and confidential to Company;
- 2.3 disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labelled or marked as confidential or its equivalent or obtained by examination, testing or analysis of any hardware, software or any component part thereof. The nature and existence of this Agreement are considered Confidential Information.

### 3. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation

- 3.1 is now available or becomes available to the public without breach of this Agreement;
- 3.2 is explicitly approved for release by written authorization of Discloser;
- 3.3 is lawfully obtained from a third party or parties without a duty of confidentiality;
- 3.4 is known to the Recipient prior to such disclosure without an obligation of confidentiality; or
- 3.5 is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

4. If a Recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the Recipient will give to the Discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the Recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent compelled to do so.
5. During the term of this Agreement and for a period of 3 years from the expiration or termination of this Agreement, Recipient will
  - 5.1 not disclose Confidential Information to any third party;
  - 5.2 restrict disclosure of Confidential Information to only those employees, agents or consultants who must be directly involved with the Confidential Information in connection with the business arrangement and who are bound by confidentiality terms substantially similar to those in this Agreement;
  - 5.3 not reverse engineer, de-compile or disassemble any Confidential Information;
  - 5.4 use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information;
  - 5.5 promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and
  - 5.6 only use the Confidential Information for evaluation in connection with the business arrangement.
6. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to further the business arrangement. Within thirty (30) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement. However, Discloser makes no other representation or warranty of any kind with respect to the Confidential Information.
7. This Agreement commences on the Effective Date and continues for a period of 2 year(s). Either party may terminate this Agreement for any reason by giving thirty (30) days' written notice to the other party. Recipient's obligations regarding Confidential Information as stated in paragraphs 3 and 4 will survive the expiration or termination of this Agreement.
8. Recipient will not transfer, directly or indirectly, any product, technical data or software furnished hereunder or the direct product of such technical data or software to any country for which the United States or any other applicable government requires an export license or other governmental approval without first obtaining such license or approval.
9. All 21Net Hardware including the 21Net Box unit will be opened by 21net service personnel only. The only exception is for the insertion of SIM cards.
10. All internal views of the units must be kept strictly confidential.
11. Neither party may assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written approval of the other party, which will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary approval will be void.
12. This Agreement is the entire agreement between the parties with respect to the subject matter contained

herein and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter. This Agreement may only be modified in writing by the parties.

13. This Agreement will be governed by and construed in accordance with the laws of Belgium.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.**

Duly authorised, for and on behalf of **21Net Belgium NV**:

**Signed:**

\_\_\_\_\_  
Philippe CATHERINE, CEO

\_\_\_\_\_  
Place and Date

Duly authorised, for and on behalf of: **NAME**

**Signed:**

\_\_\_\_\_  
NAME and TITLE

\_\_\_\_\_  
Place and Date