CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“**Agreement**”), dated as of (**Date)** ------------------, is made by and between:

**1.** **(Personal name or Company)** --------------------------------------------------------------------- validly existing under the laws of the (**Country)--------------------------------------** , with headquarters at (**Place & Country)--------------------------------------------------------------------------** , enrolled in the National Taxpayers’ Registry (RUT) under No. (**Number)-------------------------------** hereby duly represented by its legal representatives (“**Owner**”); and

**2**. Startup Desk ,a limitied liability company duly organized and validly existing under the laws of the Netherlands, with headquarters at Amsterdam, enrolled in the Board of Trade under no. 09108164 , hereby duly represented by its legal representatives (“**Recipient**”).

Owner and Recipient hereinafter jointly referred to as “**Parties**” and, individually, as “**Party**”;

**Recitals**

1. Whereas Owner *(a)* is active in the field of development and *(b)* owns an invention and/or idea under the name: (**Name)------------------------------------------** (“**IP Rights**”);
2. Owner and/or some of its group companies and/or partners, are in possession of valuable information know-how and/or patent applications relating to: (**Product/ Idea/Name)--------------------------------------------------------------------------------------------------------------------------------------------------**, hereinafter collectively referred to as the "Product";
3. Recipient (and her group companies) is an independ contracter, product developer, participant and manufacturer of products and may also be involved in sales and distribution of inventions;
4. Whereas Recipient wishes to have access to certain Confidential Information (as defined below), in order to evaluate the conditions upon which Recipient would accept to cooperate or enter into the Transaction;
5. Whereas Recipient acknowledges and agrees that the use of this Confidential Information (as defined below), whether before or after the execution of this Agreement, by Recipient and/or its Representatives (as defined below), for any purpose other than the implementation of the Transaction, without Owner’s permission, would result in substantial damage to Owner, which damage would be irreparable and extremely difficult to quantify; and
6. Whereas Owner desires to preserve its assets and business operations free from disruption that could arise from the misuse and/or unauthorized disclosure by Recipient and/or its Representatives (as defined below) of any Confidential Information (as defined below);

**NOW** **THEREFORE**, in consideration of the premises and the mutual covenants and the agreements herein set forth, the Parties hereto, intending to be legally bound, agree as follows:

#  Definition of Confidential Information

## For the purposes of this Agreement, the expression “**Confidential Information**” shall mean:

#### any and all information, in any form or medium, concerning the Transaction (whether prepared by Owner, its representatives or otherwise, and irrespective of the form, medium or means of communication and whether it is labeled or otherwise identified as confidential) that is furnished to Recipient and/or to its Representatives (as defined below) by or on behalf of Owner pursuant to this Agreement;

#### any and all content protected by intellectual property rights owned by the Owner, including, without limitation, patents, trademarks, industrial designs, geographic indications, software, know-how, creations protected by copyright, trade secrets, researches, and any other kind of expertise and knowledge of the Owner, regardless of whether these rights have been registered by governmental agencies which regulates intellectual property rights, or whether there are pending applications in these agencies, to which Recipient may have access for the purpose of evaluating the possibility of the Transaction; and

#### all notes, analyses, studies, interpretations, memoranda and other documents or reports prepared by Recipient and/or its Representatives (as defined below) which contain, reflect or are based upon, in whole or part, the information furnished to Recipient and/or to its Representatives (as defined below) pursuant to this Agreement.

## The term Confidential Information shall not include information which:

#### is or becomes available to the public generally (other than as a result of a disclosure by Recipient or one of its Representatives (as defined below) in breach of this Agreement);

#### becomes available to Recipient on a non-confidential basis from a source other than Owner, provided, that such source is not known by Recipient to be bound by a confidentiality agreement with Owner or any other person with respect to such information or is not otherwise prohibited from transmitting the information by a contractual, legal or fiduciary obligation; or

#### has been independently acquired or developed by Recipient without violating any obligation under this Agreement.

## The Confidential Information shall not be regarded as of public domain due to the fact that its individual characteristics, components or combinations are or become known to the general public.

## Recipient hereby agrees and acknowledges that *(i)* Owner will only disclose Confidential Information to Recipient because Recipient has hereby agreed not to disclose Confidential Information, pursuant to the terms and conditions of this Agreement and *(ii)* the Confidential Information will be used solely for the purpose of evaluating a possible Transaction.

## In cases Recipient is not sure whether certain information falls under the definition of Confidential Information (as defined supra), Recipient shall consult and seek written advice from Owner before disclosing such information.

**Representatives**

## As a condition to the furnishing of Confidential Information to directors, officers, employees, agents, advisors or other representatives of Recipient, including, without limitation, its attorneys, accountants, consultants, bankers and financial advisors (collectively “**Representatives**”), Recipient agrees and shall cause its Representatives to treat such information in accordance with the provisions of this Agreement and to take or abstain from taking certain other actions hereinafter set forth.

**Non-Disclosure**

## The Parties hereto agree that for a period of 5 (five) years from the date hereof, Recipient and/or any of its Representatives shall:

#### use the Confidential Information solely for the purpose of evaluating the possibility of the Transaction;

#### keep confidential any Confidential Information;

#### not copy, reproduce, retransmit, display or publish any Confidential Information without prior written consent of Owner;

#### not disclose or use for their own benefit or for anyone’s benefit any of the Confidential Information in any manner whatsoever, regardless of whether such Representatives have signed a confidentiality agreement;

#### not make any commercial use of Confidential Information;

## Recipient may disclose Confidential Information only:

#### to such of its Representatives who need such information for the sole purpose of evaluating the possibility of the Transaction (it being understood that such Representatives shall be informed by Recipient of the confidential nature of such information and shall be directed by Recipient to treat such information as confidential);

#### as otherwise permitted in this Agreement; and

#### in all other cases, only if and to the extent that Owner gives its prior written consent to such disclosure.

## All Confidential Information shall be kept and maintained at a safe place, adequately protected to assure that no unauthorized person have access to the Confidential Information.

## Recipient agrees that it will be fully responsible for any breach of any of the provisions of this Agreement by any of its Representatives and agrees to take, at its sole expense, all reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information (including, without limitation, the initiation of appropriate court proceedings).

## Recipient hereto agrees that, without the prior written consent of Owner, Recipient and/or its Representatives shall not disclose to any person, other than as permitted by this Agreement, the fact that the Confidential Information has been made available to Recipient, the fact that discussions or negotiations are taking place concerning the possibility of the Transaction between the Parties or the existence of this Agreement; provided, however, that Recipient may make such disclosure if required by law, upon a good faith and written confirmation of such legal requirement from an outside counsel (in which event Recipient shall use all reasonable efforts to consult with Owner as early as possible prior to any such disclosure regarding the nature, timing, extent and form of such disclosure).

## The term “person” as used in this Agreement shall be interpreted broadly to include the media and any corporation, group, individual or other entity.

**Title**

## All material, including, but not limited to Confidential Information and any other documents, drafts, projects, component lists, computer programs, proposals, financial or commercial information and data (together with any means of support, v.g. discs, tapes) provided by Owner to Recipient and/or its Representatives as well as any and all studies, documents or materials prepared by Recipient and/or its Representatives using, comprising or reflecting in any way the previously mentioned documents and information are and shall remain the sole and exclusive property of Owner.

**Limitation of Obligations and Rights**

## Recipient and/or its Representatives agree that they do not acquire any title, possession, license, intellectual property rights, or other rights to use, sell, exploit, copy or develop any part of Confidential Information. In case Confidential Information is or becomes object of patent requests, copyright requests or copyrights, the Parties agree and understand that Owner shall have all rights and legal remedies available as a result of such patent or copyrights requests and that the disclosure of such Confidential Information to Recipient and/or its Representatives does not affect in any manner such rights and remedies.

## The Parties agree that the disclosure of Confidential Information set forth herein is made on a non-exclusive basis and that Owner may at any time and without limitation disclose its Confidential Information to others under confidentiality obligations similar to the ones set forth in this Agreement.

## Nothing herein contained shall oblige Owner to disclose to Recipient any Confidential Information.

**Accuracy of Confidential Information**

## Recipient understands and acknowledges that Owner does not make any representation and/or warranty and/or guarantee, express or implied, as to the accuracy, completeness or reliability of any Confidential Information. Recipient agrees that Owner shall not have any and all liability or responsibility, in any manner whatsoever, for any damages or expenses/costs/losses (including litigation expenses) incurred by the Recipient and/or any of its Representatives relating to or resulting from the use of the Confidential Information or from any errors therein or omissions therefrom. Only those representations and warranties that are made in a final definitive agreement regarding the Transaction, when, as and if executed by the Parties, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

**Return of Confidential Information**

## If either Party hereto decides that it does not desire to proceed with the Transaction, then it shall immediately notify the other Party. Under such circumstances, upon the written request of Owner, Recipient shall deliver promptly to Owner all unaltered Confidential Information furnished to it and/or any of its Representatives by or on behalf of Owner, together with all copies of such Confidential Information in Recipient’s possession or control and/or in the possession or control of any of its Representatives except for archival copies to be held by Recipient’s counsel. If either Party hereto decides that it does not desire to proceed with Transaction, Recipient hereby agrees, upon the written request of Owner, to promptly destroy all Confidential Information altered or prepared by it and/or any of its Representatives, together with all copies thereof (including, without limitation, electronic copies) except for archival copies to be held by Recipient’s counsel; provided, however, that any such information held in computer or other such systems need only be destroyed to the extent reasonably possible, and thereupon deliver to Owner a written certification, executed by an officer of Recipient, that such destruction has occurred. Notwithstanding the return or destruction of the Confidential Information, Recipient and/or its Representatives will continue to be bound by its obligations of confidentiality hereunder.

**Compliance with Legal Requirements**

## If Recipient and/or any of its Representatives are requested or required (by oral questions, interrogatories, requests for information or other documents in legal proceedings, subpoena, civil investigative demand or any other similar process) to disclose any of the Confidential Information, they shall provide Owner with prompt written notice as soon as reasonably practicable of any such request or requirement so that Owner may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If Owner waives compliance with the provisions of this Agreement with respect to a specific request or requirement, Recipient and/or its Representatives shall disclose only that portion of the Confidential Information that counsel advises is covered by such waiver and which is necessary to disclose in order to comply with such request or requirement. If, in the absence of a waiver by Owner, Owner has attempted and failed to secure a protective order or other remedy and Recipient and/or one of its Representatives are nonetheless legally compelled to disclose any Confidential Information, Recipient and/or such Representative may, without liability hereunder, disclose only that portion of the Confidential Information that counsel advises is so required to be disclosed. Notwithstanding the foregoing, in the event that Recipient and/or one of its Representatives disclose Confidential Information under the terms of this subsection, Recipient and/or its Representatives shall reasonably cooperate to preserve the confidentiality of the Confidential Information including, without limitation, and to the extent practical under the circumstances, the cooperation with Owner, at Owner’s expense, in order to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

**Loss or Unauthorized Disclosure of Confidential Information**

## In the event of any loss or unauthorized disclosure of any Confidential Information, Recipient shall notify the Owner immediately and shall confirm in writing the extent and details of the loss or unauthorized disclosure of any Confidential Information.

**Termination**

## This Agreement shall be effective as of the date hereof and continue in full force and effect for a period of 5 (five) years.

## In any case, the obligations hereunder shall not be affected by such termination or expiration and shall continue in full force and effect with respect to Confidential Information disclosed prior to such termination or expiration until such time that all information disclosed hereunder has become public domain by no breach of this Agreement.

**Indemnity**

## Recipient hereby agrees to indemnify, hold harmless and keep indemnified the Owner from and against any liability for loss and from and against any damages, costs, awards, proceedings, claims, demands, expenses and inconvenience whether incurred or suffered by the Owner or by any other person which arise as a result of the other Recipient’s negligent acts or omissions or as a result of a breach by the Recipient of any term of this Agreement.

**Violation and Waiver**

## In case of litigation, controversy, complaint or breach, the Parties shall first try to settle such pending matters by sending a notification to the other Party inviting it to resolve the matter amicably through conciliation within 30 (thirty) days.

## The Parties’ tolerance regarding the breach of any provision set forth herein shall not be construed as precedent, novation or waiver of the Parties’ rights under law or under this Agreement.

## A Party’s waiver of its right to receive indemnification due to the other Party’s breach of any of the terms and conditions of this Agreement shall not be construed as modifying any such provisions and shall not impair such indemnified Party to claim indemnification for any other breach imputable to the other Party.

## In case Recipient and/or its Representatives violate or threaten to violate any provisions contained herein, Owner may address the matter to the Arbitration/Court, as specified under Section 13.9. , in order to obtain injunctive measures or equitable orders to avoid such violation or threat of violation, without Owner waiving any right to any other remedy at law or in equity.

## In case one of the Parties believes that the other Party has violated this Agreement, in full or in part, it may address the matter to the Arbitration, as specified under Section 13.9. ARTICLE XIII, and the Party in breach shall reimburse the other Party for all losses and damages incurred therewith duly evidenced and recognized by a non-appealable final decision.

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**General Provisions**

## **No obligation to enter into Transaction.** The Parties agree that, unless and until a definitive agreement regarding the Transaction has been executed, neither Owner nor Recipient will be under any legal obligation of any kind whatsoever with respect to such Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. Recipient agrees that *(i)* Owner reserves the right, in its sole discretion, to terminate discussions and negotiations with Recipient regarding the Transaction at any time, *(ii)* Owner shall be free to conduct any negotiations with other companies with the aim at procuring a supply of the same nature as the one being discussed with Recipient and *(iii)* Recipient shall not have any claim whatsoever against Owner arising out of or relating to any possible or actual Transaction (other than those as against parties to a definitive written agreement with Recipient in accordance with the terms thereof).

## **Transferability**.This Agreement is irrevocable and irreversible. The rights generated by this Agreement shall not be assigned or transferred, directly or indirectly, by any act or operation of law from any of the Parties without the prior written consent of the other Party. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties hereto and their respective successors, trustees, receiver, heirs, executors, administrators and assigns.

## **Integration and Term**.This Agreement represents the entire and final agreement of the Parties and supersedes all prior written or oral understandings, as well as represents the final expression of the Parties’ will. This Agreement shall not be modified or amended, in whole or part, unless through a written agreement duly executed by the Parties. This Agreement shall prevail over any previous documents which it may be in conflict with. The obligations assumed by the Parties herein are separate, independent and distinct from any other obligations contained in any other confidentiality agreements regarding Owner entered into by and between Recipient and Owner, as well as from any other act referred to the aforementioned agreement

## **Obligation of Successors**.This Agreement shall be binding and mandatory on Parties hereto and respective successors, trustees, depositaries, receiver, heirs, executors, administrators and assigns.

## **Injunction: Specific Performance**. Without limitation of any other remedies available for a breach or threatened breach by any of the Parties of this Agreement, any and all rights and obligations hereunder may be enforced by specific performance. The Parties expressly admit and commit to specifically perform its obligations and to accept judicial orders or any other similar acts.

## **No Waiver; Remedies.** No failure or delay by any Party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege. A single or partial exercise of any right, power or privilege will not preclude any other or further exercise of the right, power or privilege or the exercise of any other right, power or privilege.

## **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

## **Governing Law.** This Agreement and all claims, disputes and matters arising hereunder or related hereto, will be governed by, and construed in accordance with, the laws of the Netherlands, without regard to conflict of laws principles.

## **Section Heading, Construction**. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

## **Independent Contractor**. This Agreement is not intended to constitute, create, give effect to, or otherwise form a joint venture, partnership or formal business entity of any kind. Any exchange of Confidential Information under this Agreement shall not deemed as constituting any offer, acceptance, or promise of any further contract or amendment to any contract which may exists between the Parties.

## **Notices**. All notices, requests, demands and other communications to any Party or given under this Agreement will be in writing and delivered personally, by overnight courier or by registered mail to the Parties at the following address or sent by facsimile, with confirmation received, to the facsimile number specified below:

### **If to Owner, at:**

 **----------------------------------------------**

### **If to Recipient, at:**

 *Startup Desk Amsterdam*

 *Pedro de Medinalaan 67*

 *1086 XP Amsterdam*

 *The Netherlands*

 *0031 (0) 202357600*

 *info@startupdesk.amsterdam*

**Recipient**:

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| **Startup Desk Amsterdam:** **Owner:** *(Signature)*------------------------------------- |
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