



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("**NDA**") is made on (date)

BETWEEN

IG WATTEEUW INTERNATIONAL NV, a limited liability company duly organized and existing under the laws of Belgium, whose registered office is located at Kampveldstraat 51, 8020 Oostkamp, Belgium, company registration no. 0405.155.934, the company is represented by, with function, on basis of the Power Of Attorney (hereinafter referred to as "**IGW**")

and

....., a limited liability company duly organized and existing under the laws of (country)....., whose registered office is located at.....(hereinafter referred to as "**Company**").

WHEREAS:

- A. IGW and Company (each a "Party, or collectively, "Parties") recognize that there is a need to disclose to each other certain Confidential Information specifically related to machining tools.
- B. IGW and Company may exchange or have access to various proprietary, confidential and sensitive commercial, technical or other information related to the Project.
- C. In order to protect any such information, the Parties have decided to enter into this NDA.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS

In this NDA and unless otherwise defined herein, the following terms shall have the meanings set out below:

"**Confidential Information**" means any non-public or proprietary, confidential and sensitive commercial or technical, financial or other information, including – without limitation - ideas, know-how, calculations, business secrets, drawings, curves, composition details, manufacturing process, designs, drafts, tender documents and other information (either or not technical), whether protected by intellectual property rights or other legislative or other rules or not, disclosed by the Disclosing Party (as defined below) to the Receiving Party (as defined below) in relation to or in any way connected with the Project and/or the Disclosing Party and which, without limitation:

- (a) is in tangible, visible or recorded form (including but not limited to equipment, materials, computer software, data, processes, specifications, drawings, samples, prototypes and other documents and items, and any information on any medium whatsoever); or
- (b) is communicated orally (and is identified as Confidential Information at the time of disclosure); or



(c) belongs to third parties not bound by this NDA, which ownership is disclosed to the Receiving Party by the Disclosing Party.

For the avoidance of doubt, and notwithstanding anything to the contrary in this NDA, Confidential Information shall also include (i) the existence and contents of this NDA and (ii) the existence and contents of the Project.

"Disclosing Party" means the Party disclosing the Confidential Information; for purposes of this agreement, on IGW's part, the term Disclosing Party does not mean only IGW but any entity, whether incorporated or not, which presently or in the future, directly or indirectly owns, is owned by, or is under common ownership with IGW, incl. subsidiary companies or affiliated societies;

"Employees" mean the employees, officers, directors, shareholders, consultants, attorneys, representatives, sub-contractors, advisers, agents and any other person for whom the Receiving Party is responsible of the Receiving Party;

"Receiving Party" means the Party receiving the Confidential Information.

2. OBLIGATIONS OF THE RECEIVING PARTY

In consideration of its receiving the Confidential Information from the Disclosing Party, the Receiving Party shall (and shall cause its Employees to):

2.1 treat all Confidential Information received from the Disclosing Party as proprietary and confidential and unless expressly authorized in advance in writing to do so by the Disclosing Party, shall not disclose any Confidential Information to third parties (except as provided herein) (including, without limitation, accidental disclosure, the Receiving Party undertaking to take all required measures to avoid such accidental disclosure to, or access by, unauthorized third parties and to minimise the use of Confidential Information) and shall only use such Confidential Information for purposes directly relating to the Project. However, the Disclosing Party's consent for disclosure to third parties shall not be unreasonably withheld;

2.2 only disseminate Confidential Information to Employees to the extent that such Employees have a demonstrable need to know the same in order to carry out their tasks in relation to the Project;

2.3 ensure that all Employees who have access to Confidential Information are made aware of the confidential nature of the Confidential Information and of the obligations contained in this NDA;

2.4 promptly notify the Disclosing Party if it becomes aware of a disclosure or other breach of any provision of this NDA by any of its Employees (be it intentional, by inadvertence or otherwise) and take all the necessary measures to ensure that the disclosures or use in breach of this NDA are kept as limited as possible and cease immediately;

2.5 except as authorized in writing by the Disclosing Party, only use, copy or reduce Confidential Information into tangible, visible or recorded form as is strictly necessary for the performance of the Project;

2.6 protect the Confidential Information with at least the same degree of care as it uses to protect its own Confidential Information but in no instance shall such standard be less than reasonable care;

2.7 not remove, alter or deface any designations relating to the confidential or proprietary nature of the Confidential Information;

2.8 upon the written request of the Disclosing Party, promptly certify the destruction of or return all Confidential Information and all copies thereof to the Disclosing Party;



2.9 promptly cease to use the Confidential Information and all copies thereof upon the written request of the Disclosing Party; and

2.10 not attempt or undertake, where applicable, any reverse engineering or disassembly on the Confidential Information or the products resulting therefrom, *e.g.*, without limitation, to discover its components, its composition, its production or assembly process, etc. or to extract Confidential Information therefrom or to consider it in any way as its own Confidential Information (*e.g.*, without limitation, by seeking to register the Confidential Information or to protect it in its own or any third party's name).

2.11 The Receiving Party takes all obligations resulting from this agreement upon itself towards all Disclosing Parties which it received Confidential Information from and shall fulfill all obligations towards all such Disclosing Parties.

2.12 For the avoidance of doubt, in case of doubt, the relevant information will be deemed to be Confidential Information, the burden of proof of the possible non-confidential nature of any information disclosed by the Disclosing Party being solely on the Receiving Party.

3. LIMITS TO OBLIGATIONS ON THE RECEIVING PARTY

3.1 The obligations contained in Clause 2 above shall not apply to Confidential Information:

Which is in the public domain at the time of disclosure or use or becomes part of the public domain after disclosure otherwise than through a breach of this NDA;

3.1.1 For which the Receiving Party can provide documentary evidence that it was in its lawful possession prior to disclosure to it by the Disclosing Party or which is lawfully obtained by the Receiving Party from a third party who, to the knowledge or reasonable belief of the Receiving Party, did not receive such information directly or indirectly under a duty of confidentiality or from a source prohibited by any contractual, legal or fiduciary obligation from disclosing such information; or

3.1.2 For which the Receiving Party can provide documentary proof that it was independently developed by the Receiving Party without prior knowledge of any Confidential Information obtained from the Disclosing Party.

3.2 The obligations contained in Clause 2 shall not apply to a specific disclosure of Confidential Information meeting one of the following conditions:

3.2.1 Disclosure of the Confidential Information is required by reason of a governmental or judicial order or applicable law. In such a case, the Receiving Party subject to such order or applicable law shall promptly inform the Disclosing Party of its obligation to disclose Confidential Information, if possible, prior to such disclosure. If the Disclosing Party wishes to seek a protective order or otherwise dispute the order or applicable law requiring disclosure, the Receiving Party shall cooperate with the Disclosing Party in doing so; or

3.2.2 Disclosure of the Confidential Information is made in confidence to any third party with the prior written consent of the Disclosing Party.

3.2.3 Disclosure of the Confidential Information is necessary in the event of legal proceedings between the Disclosing Party and the Receiving Party which require such Confidential Information to be produced.

4. PROPRIETARY RIGHTS

Except as expressly stated in writing by the Disclosing Party, neither the disclosure of Confidential Information pursuant to this NDA nor anything contained in this NDA shall be construed as expressly



or implicitly granting any rights to the Receiving Party in respect of any patent, copyright, license, other intellectual property right or other rights in general in force and belonging to or disclosed by the Disclosing Party. The Receiving Party therefore agrees that all Confidential Information belonging to the Disclosing Party shall remain the exclusive and full property of the Disclosing Party (or, in the event that the Disclosing Party is the authorized licensee of the Confidential Information, that the Confidential Information shall remain the property of the licensor and that the Disclosing Party shall remain the sole licensee, unless otherwise specified or agreed).

5. PROVISIONS IN CASE OF BREACH

The Parties acknowledge that Confidential Information is unique and valuable and that disclosure in breach of this NDA will result in irreparable damages to the Disclosing Party for which monetary damages alone would not be an adequate remedy.

Therefore, and notwithstanding anything to the contrary contained in this NDA, the Parties agree that in the event of a breach or threatened breach of confidentiality, the Disclosing Party shall be entitled to file for an injunction in any competent court as a remedy for any such breach or anticipated breach. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. The Disclosing Party shall be entitled to a compensation for any and all damages, losses and costs incurred as a result of such unauthorized use or disclosure.

6. NO WAIVER

The Receiving Party agrees that no failure or delay by the Disclosing Party in exercising any right or remedy under this NDA shall operate as a waiver of any such right or remedy (in whole or in part). The Receiving Party further agrees that no single or partial exercise of any right or remedy shall prevent any further, future or other exercise of any such right or remedy or any other right or remedy. The rights and remedies existing by virtue of this NDA shall be cumulative and not exclusive of any rights or remedies provided by law or in equity.

7. DURATION OF THIS NDA

7.1 This NDA shall come into force on the date first above written and shall expire 10 years following the date of disclosure of the relevant Confidential Information.

Each Party may terminate this Agreement at any time, and such termination shall be effective thirty (30) days after written notice of termination is given to the other Party.

7.2 Upon termination of this NDA and if this NDA is not replaced or superseded by another agreement relating to Confidential Information disclosed, each Party shall, upon request of the other Party, return or destroy any Confidential Information furnished to it by the other Party.

7.3 After the ten (10) year period referred to in Section 7.1 above, the confidentiality obligations contained in this NDA shall cease to be binding, except for those rights and obligations pertaining to any Confidential Information, whether or not received from a third party, disclosed by the Disclosing Party to the Receiving Party during the term of this NDA with notice at the time of disclosure that the Disclosing Party's rights in, and the Receiving Party's obligations with respect to, such Confidential Information shall not cease after said ten (10) years period.

8. OTHER DISCLOSURES OF CONFIDENTIAL INFORMATION

8.1 The Parties shall ensure and take all necessary measures to ensure that their respective Employees who gain access, in any way whatsoever (whether by their physical presence in the other Party's premises or by computer network or link or in any other way), to Confidential Information and/or confidential information not related to the Project, shall treat such information as Confidential Information pursuant to the terms hereof.

8.2 IGW may disclose Confidential Information received from the Company, to other companies directly participating in the Project provided that (i) such other companies have an absolute need to know such Confidential Information for the purpose of performing their tasks with respect to the Project and (ii) have entered into a confidentiality and non-disclosure agreement with IGW which is substantially in the same form as this NDA.

9. MISCELLANEOUS

9.1 The Company shall not publicly release any information relating to the Project, this NDA and the result of the discussions without the prior written consent of IGW.

9.2 Notwithstanding any provision herein contained, this NDA shall not be construed as imposing on any Party an obligation to provide or disclose any information (including Confidential Information) or any obligation or representation with respect to the accuracy or completeness of such Confidential Information. The Disclosing Party shall have no liability with respect to the use and interpretation by the Receiving Party or its Employees of any Confidential Information.

9.3 Each Party shall bear its own costs and expenses incurred in relation to the execution of this NDA.

9.4 The Disclosing Party shall be responsible for ensuring that all export licenses required under the statutes and regulations of the Disclosing Party's country and applicable to the Confidential Information are in place prior to making any disclosures. The Receiving Party agrees to cooperate with the Disclosing Party in completing applications and taking any other action as may be necessary to obtain such licenses.

9.5 The invalidity, illegality or unenforceability of any provision of this NDA under any jurisdiction shall not affect the validity, legality or enforceability of any other provision hereof.

10. GOVERNING LAW AND ARBITRATION

This NDA shall be governed by and construed in accordance with the laws of Belgium. In the event of any dispute arising out of or in connection with the subject matter of this NDA, the Parties shall first endeavour to resolve such dispute amicably within thirty (30) days after the date of the notification by one Party of such dispute to the other Party.

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The venue of the arbitration shall be Brussels, Belgium and its language will be English.

Notwithstanding the Parties' agreement to arbitrate disputes arising under this NDA, either Party may seek injunctive relief in any court of competent jurisdiction to enjoin improper use or disclosure of its Confidential Information while arbitration is pending.

11. EXCLUSIVE POINTS OF CONTACTS

The exclusive points of contact with respect to the transmission and/or receipt of confidential information under this NDA are:



For **IGW:**

Name:	
Function:	
Phone:	
E-mail:	

For **Company:**

Name:	
Function:	
Phone:	
E-mail:	

12. ASSIGNMENT

Neither Party shall assign or transfer any of its rights or obligations under this NDA without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed; provided, however, that IGW may assign or transfer any or all of its rights and/or obligations under this NDA to any affiliate of IGW or to any successor to the business of IGW without Company's consent.

13. EXPRESSION OF ACCEPTANCE AND ACKNOWLEDGEMENT

Both Parties are in full knowledge and understanding of the legal and commercial effects of this NDA. Without prejudice to the generality of the foregoing, each of the Parties expressly acknowledges that it has agreed and accepted clauses 7 and 10 of the NDA.

IN WITNESS WHEREOF the Parties have executed this NDA on the date first above written, in two (2) original copies.

For **IGW:**

Name:	
Function:	
Signature:	

For **Company:**

Name:	
Function:	
Signature:	

