

Non Disclosure Agreement

Between anDREa B.V. and [name of specific project/client]

anDREa B.V.

Reinier Postlaan 4

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The Netherlands

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Document change log

Document change history

Version	Date	Description	Authorization
v 1.0	2021-10-01	first edition	Stefan van Aalst CTO anDREa BV

Document change approvals

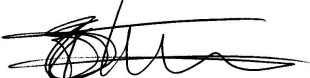
Name	Role	Signature	Date
Stefan van Aalst	CTO anDREa B.V.		2021-10-01
Theo Koster	CEO anDREa B.V.		2021-10-01

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1 Introduction

The purpose of this document is to describe anDREa's Non Disclosure Agreement. This document will be updated at least annually and when significant change happens.

2 Non Disclosure Agreement

This Agreement is made on, [DATE] by and between:

1. anDREa B.V., having its registered address at Reinier Postlaan 4, 6525 EX Nijmegen, The Netherlands (hereinafter referred to as "anDREa");

and

2. [CLIENT], a company incorporated in/under the laws of Dutch with its registered address at [ADDRESS], (hereinafter referred to as "Client");

WHEREAS anDREa, in its Department of Research possesses certain confidential and proprietary information and data concerning [SUBJECT]; and

WHEREAS Client is a company having an interest in [SUBJECT]; and

WHEREAS the parties have agreed that anDREa shall make available to Client certain confidential and proprietary information relating to its businesses and research activities in order to [SUBJECT] (the "Subject Matter").

WHEREAS anDREa agrees to provide the Information (as 'to disclose 'Information of the Disclosing Party' by 'the Disclosing Party') and Client agrees to receive the Information (as 'to receive Information of the Disclosing Party by 'the Receiving Party') under the conditions and provisions set forth in this Agreement;

- 1) In this Agreement, the following expressions shall have the following meanings:
 - a) "Affiliate" means, in relation to either party, that party's ultimate holding company together with all the subsidiaries of that ultimate holding company.
 - b) "Authorized Purpose," means the discussions and evaluation of a possible collaboration on the Subject Matter.
 - c) "Confidential Information" means all Information owned by anDREa, which is not in the public domain and which is indicated as confidential information by anDREa or in the reasonable judgment of a person involved, is of a proprietary nature and, therefore, in its judgment, should not be disclosed to a third party without the Disclosing Party's consent.
 - d) "Effective Date" will be [DATE], irrespective of the above-mentioned date.

- e) "Information" shall mean all information disclosed by anDREa, including but not limited to, genetic materials, knowledge, know-how, inventions, processes, trade secrets, technology, applied research engineering data, research data and research results and/or goods, drawings, designs and systems, specifications, computer software in all forms of development, source codes, object codes, formulae, techniques, models, diagrams, products, business operations, propositions, reports, documents, papers, files and data possessed, developed or obtained by, developed for or given to Client in any form and/or obtained by research of materials.
- f) "Subject Matter" has the meaning as defined in the preamble, and when applicable, in [Annex 1](#) of this Agreement.

As persons who will be allowed to disclose and/or receive information on behalf of the Parties to this Agreement, will be appointed the following employees, who shall act under the responsibility and liability of their respective employers, being the Parties to this Agreement:

By anDREa (Disclosing Party):

- [DISCLOSING PARTIES]

By [CLIENT] (Receiving Party):

- [RECEIVING PARTIES]

- 2) Confidential Information may be disclosed in electronic, oral, written or other tangible forms. With respect to the Confidential Information disclosed in writing or electronically, such documents shall be clearly marked as "confidential". The information which is orally or visually disclosed to the Receiving Party shall constitute Confidential Information if (i) it would be apparent to a person involved, familiar with the Disclosing Party's business and the industry or field of science in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the Disclosing Party; or (ii) the Disclosing Party, within thirty (30) days after such disclosure, delivers to the Receiving Party a written document or documents describing such information and referencing the place and date of such oral, visual or written disclosure and the names of the persons at the Receiving Party to whom such disclosure was made.

- 3) The Receiving Party hereby represents to the Disclosing Party that it shall not, without the prior written consent of the Disclosing Party:
 - a) commercialize, exploit and/or use the other party's Confidential Information for any purpose other than the Authorized Purpose; or
 - b) disclose the other party's Confidential Information to any third party for any purpose, except as provided for in clause 4; or
 - c) publish the Confidential Information or otherwise place the Confidential Information in the public domain;
 - d) duplicate the other party's Confidential Information or produce extracts or documents containing Confidential Information except for limited copies extracts or documents made as needed and provided on a need-to-know basis; or
 - e) modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information.
- 4) The Receiving Party shall limit access to Confidential Information to those of its employees, or employees of its Affiliates (collectively, "Representatives") who have a need to know such information in order to accomplish the purposes of this Agreement and shall first impose written confidentiality and non-use obligations on such Representatives materially equivalent to those imposed on the Receiving Party under this Agreement. The Receiving Party shall be liable for any breach of this Agreement by any of its Representatives. The Receiving Party shall immediately notify the Disclosing Party in the event of any loss or unauthorized disclosure of any of its Confidential Information.
- 5) Neither party shall disclose to any third party the existence of the relationship between Client and anDREa, as described in this Agreement, without the prior written consent of the other party unless such disclosure is to an Affiliate who is permitted to receive Confidential Information in accordance with clause 4 above.

- 6) The foregoing restrictions on disclosure and use shall not be applicable to any Confidential Information which the Receiving Party can demonstrate:
 - a) was rightfully in its possession prior to the date of disclosure by the Disclosing Party as evidenced by documentary records;
 - b) was in the public domain prior to the date of disclosure by the Disclosing Party to the Receiving Party;
 - c) has subsequently entered into the public domain by publication or other means, except by means of an unauthorized act or omission by the Receiving Party;
 - d) was lawfully supplied to the Receiving Party without restriction on use or disclosure by a third party who was under no restriction directly or indirectly to the Disclosing Party regarding the use or disclosure of said information;
 - e) Is disclosed by the Disclosing Party to a third party without a duty of confidentiality on the third party;
 - f) that the Receiving Party is required by law to disclose, provided that the Disclosing Party is given prompt written notice of any such requirement prior to any disclosure of Confidential Information so that it may contest such requirement if the Disclosing Party so chooses; or
 - g) was independently developed by the Receiving Party or its Affiliates without access to the Disclosing Party's Confidential Information, as evidenced by documentary records;
- 7) The parties agree that discussions relating to the Authorized Purpose shall cease one (1) year from the date this Agreement is signed unless the parties agree to a modified term. The non-disclosure and non-use provisions under this Agreement shall cease seven (7) years from the date this Agreement is signed by the parties unless the parties mutually agree to a shorter term.
- 8) Confidential Information shall not be reproduced by the Receiving Party in any form except as required to accomplish the intent of this Agreement. Any reproduction by the Receiving Party of any Confidential Information of the Disclosing Party shall be and remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original. At the Disclosing Party's request, the Receiving Party shall return to the Disclosing Party or destroy (and certify in writing the destruction of) all Confidential Information (including all copies thereof) in the Receiving Party's possession; provided, however, that the Receiving Party may retain a single copy of the Confidential Information in

the Receiving Party's legal archives for the sole purpose of monitoring compliance with its continuing obligations hereunder.

- 9) Neither this Agreement nor any disclosure of Confidential Information shall be deemed by implication or otherwise to vest in the Receiving Party any present or future rights in any patents, trade secrets or property belonging to the Disclosing Party and no license is granted except as explicitly stated in this Agreement.
- 10) With respect to the receipt, carriage, exploitation and all other forms of use of the Confidential Information of the Disclosing Party, the Disclosing Party shall not:
 - a) make any representations towards the Receiving Party, nor extends of any explicit or implied warranties of any kind, either written or oral;
 - b) extend any express or implied warranties of merchantability, accuracy, safety, or fitness for any other purpose than the Authorized Purpose of this Agreement;
 - c) be liable for any loss, claim, or demand of any kind by the Receiving Party and/or third parties;
 - d) represent that it will not infringe any patent, copyright, trade secret, trademark or other (intellectual) property rights of third parties.
- 11) Each Party hereby acknowledges and agrees that in the event of any breach of this Agreement by such Party, including, without limitation, the actual or threatened disclosure or unauthorized use of Confidential Information of the other party without the prior express written consent of the other party, the other Party would suffer an irreparable injury such that no remedy at law would adequately protect or appropriately compensate the other party for such injury. Accordingly, each Party agrees that the other Party shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without prejudice to any other rights and remedies that the other Party may have for a breach of this Agreement.
- 12) The Parties shall comply with applicable data protection law. In the event that personal data has to be processed by either one, or both of the Parties, Parties will enter into such agreement as required by the applicable data protection law.
- 13) The Receiving Party agrees to indemnify and hold the Disclosing Party and its employees harmless from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of, or related to, the negligent acts or wilful misfeasance of the Receiving Party.
- 14) The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation. All disputes arising in connection with

this Agreement, which cannot be settled amicably, shall be exclusively settled by the competent courts of Arnhem, Gelderland, The Agreement is construed in accordance with and governed by the laws of the Netherlands.

Executed as duplicate originals on the date first above, by authorized representatives of the parties.

For and on behalf of anDREa

For and on behalf of [CLIENT]

Name : Theo Koster

Title : CEO

Date : [DATE]

Name :

Title :

Date :

Annex 1: Extended description of the Subject Matter