

Non- Disclosure Agreement

Re: **RespectUs**



RespectUs

Export Control Compliance Daily

NON-DISCLOSURE AGREEMENT

This Agreement is entered into by and between:

1. RespectUs s.e.c.s., a limited corporate partnership (*société en commandite simple*) having its registered office in L-1631 Luxembourg, 21 rue Glesener, Grand Duchy of Luxembourg, registered with Luxembourg Trade and Companies Register under number B238962,

hereinafter referred to as “RespectUs”,

2., having its registered office in
registered with under number,

hereinafter referred to as “Company”,

the parties under 1. and 2. individually referred to as a Party or collectively as the Parties.

WHEREAS:

The parties hereto desire to participate in early discussions regarding the entering into future collaboration in the frame of export control compliance and/or the RespectUs project(s).

Throughout the aforementioned discussions, any of the parties may share proprietary information or Confidential Information with the other party subject to the terms and covenants set forth below.

NOW IT IS AGREED AS FOLLOWS:

Article 1 – Confidential Information

1.1. For the purposes of this Agreement, Confidential Information means any data or proprietary information of the disclosing party that is not generally known to the public or has not yet been revealed, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- (i) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;

- (ii) any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases;
- (iii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the disclosing party's past, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies;
- (iv) trade secrets; plans for products or services, and customer or supplier lists;
- (v) any other information that should reasonably be recognized as Confidential Information by the disclosing party.

1.2. The Parties agree hereby that Confidential Information needs not to be novel, unique, patentable, copyrightable or constitutes a trade secret in order to be designated Confidential Information and therefore protected.

1.3. Confidential Information shall be identified either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other party of the confidential nature of the information. Such notification shall be done orally, by e-mail or written correspondence, or via other appropriate means of communication.

1.4. Each of the Parties hereby acknowledge that the Confidential Information proprietary of the disclosing party has been developed and obtained through great efforts and shall be regarded and kept as Confidential Information.

1.5. Notwithstanding the aforementioned Confidential Information shall exclude information that:

- (i) is already in the public domain at the time of disclosure by the disclosing party to the receiving party or thereafter enters the public domain without any breach of the terms of this Agreement;
- (ii) was already known by the receiving party before the moment of disclosure (under evidence of reasonable proof or written record of such disclosure);
- (iii) is subsequently communicated to the other party without any obligation of confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the disclosing party;
- (iv) becomes publicly available by other means than a breach of the confidentiality obligations by the receiving party (not through fault or failure to act by the receiving party);
- (v) is or has been developed independently by employees, consultants or agents of the receiving party (proved by reasonable means) without violation of the terms of this Agreement or reference or access to any Confidential Information pertaining to the disclosing party.

Article 2 – Purpose of the disclosure of Confidential Information

The Parties will enter into early discussions regarding future collaboration in the field of export control compliance and/or the RespectUs project.

Article 3 – Undertakings of the receiving party

3.1. In the context of discussions, preparations or negotiations, the disclosing party may disclose Confidential Information to the receiving party. The receiving party agrees to use the Confidential Information solely in connection with purposes contemplated in this Agreement and not to use it for any other purpose or without the prior written consent of the Disclosing party.

3.2. The receiving party will not disclose and will keep confidential the information received, except to its employees, representatives or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with the permitted purposes specified in clause 2. The receiving party will inform them about the confidential quality of the information provided and will ensure that their agreement is obtained to keep it confidential on the same terms as set forth in this Agreement. Hence the receiving party will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume full liability for the acts or omissions made for its personnel representatives or agents.

3.3. The receiving party will use the Confidential Information exclusively for the permitted purpose stated in clause 2 and not use the information for its own purposes or benefit.

3.4. The receiving party will not disclose any Confidential Information received to any third parties, except as otherwise provided for herein.

3.5. The receiving party shall treat all Confidential Information with the same degree of care as it accords to its own Confidential Information.

3.6. All Confidential Information disclosed under this Agreement shall be and remain under the property of the disclosing party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the receiving party. Principally, nothing in this Agreement shall be deemed to grant to the receiving party a licence expressly or by implication under any patent, copyright or other intellectual property right. The receiving party hereby acknowledges and confirms that all the existing and future intellectual property rights related to the Confidential Information are exclusive titles of the disclosing party. For the sake of clarity based in good faith, the receiving party will not apply for or obtain any intellectual property protection in respect of the Confidential Information received. Likewise any modifications and improvements thereof by the receiving party shall be the sole property of the disclosing party.

3.7. The receiving party shall promptly return or destroy all copies (in whatever form reproduced or stored), including all notes and derivatives of the Confidential Information disclosed under this Agreement, upon the earlier of (i) the completion or termination of the dealings contemplated in this Agreement; (ii) or the termination of this Agreement; (iii) or at the time the disclosing party may request it to the Receiving party.

3.8. Notwithstanding the foregoing, the receiving party may retain such of its documents as required to comply with mandatory law, provided that such Confidentiality Information or copies thereof shall be subject to an indefinite confidentiality obligation.

3.9. In the event that the receiving party is asked to communicate the Confidential Information to any judicial, administrative, regulatory authority or similar or obliged to reveal such information by mandatory law, it shall notify promptly the disclosing party of the terms of such disclosure and will collaborate to the extent practicable with the disclosing party in order to comply with the order and preserve the confidentiality of the Confidential Information.

3.10. The receiving party agrees that the disclosing party will suffer irreparable damage if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such a breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

3.11. The receiving party shall immediately notify upon becoming aware of any breach of confidence by anybody to whom it has disclosed the Confidential Information and give all necessary assistance in connection with any steps which the disclosing party may wish to take prevent, stop or obtain compensation for such a breach or threatened breach.

3.12. The Confidential Information subject to this Agreement is made available "as such" and no warranties of any kind are granted or implied with respect to the quality of such information including but not limited to, its applicability for any purpose, non-infringement of third party rights, accuracy, completeness or correctness. Further, the disclosing party shall not have any liability to the receiving party resulting from any use of the Confidential Information.

3.13. The disclosing party is not under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose.

3.14. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the disclosing party and receiving party.

Article 4 – Final provisions

4.1. Duration. Termination.

4.1.1. This Agreement shall remain in effect for a term of three years. Notwithstanding the foregoing, the receiving party's duties according to this Agreement shall remain in effect indefinitely, even if the Parties do not enter into any form of partnership or collaboration at the end of the discussions foreseen in clause 2 of this Agreement.

4.1.2. If the disclosing party and receiving party enter into partnership or collaboration under any other kind of agreement, the non-disclosure provisions of this latter agreement shall supplement this Agreement. In the event that non-disclosure provisions are not provided for the said private agreement in equal terms as stated herein, this Agreement shall remain in force until after five years of the collaboration termination.

4.2. Validity

If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

4.3. Subsequent agreements.

Ancillary agreements, amendments or additions hereto shall be made in writing.

4.4. Communications.

Any notices or communications required may be delivered by hand or e-mail, mailed by registered mail to the address of the parties as indicated above. Any subsequent modification of addresses should be reasonably communicated in advance to the effect of this Agreement.

This Agreement shall ensure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators and assigns.

Words in the singular shall include the plural and vice-versa, and words importing the masculine shall include the feminine and the neuter and vice-versa, and words importing persons shall include corporations and vice-versa.

4.5. Applicable law. Jurisdiction.

This Agreement shall be construed and interpreted by the laws of the Grand Duchy of Luxembourg. The courts of the City of Luxembourg shall have exclusive jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date stated above.

Done at Luxembourg is as many originals as there are Parties.

RespectUs		Company	
Date		Date	
Signature	Signature

_____End of document_____