

BUSINESS INVENTURES

CONFIDENTIALITY AGREEMENT

Undersigned (company/name) : Business inVentures B.V.
(hereinafter to be referred to as "**BinV**")

Address/P.O. Box :

Area Code/ Place :

Represented by :

- A. declares that undersigned has been approached by, residing in the (hereinafter referred to as "**Inventor**") in order to look at his product, namely (hereinafter referred to as "**Idea**")

- B. Whereas, **BinV** wishes to evaluate the **Idea** and the possibility to become involved in the production and or marketing of the **Idea**;

- C. Whereas, **BinV** wishes to receive from **Inventor** certain confidential proprietary information and data concerning the **Idea** prior and subsequent to the possible negotiations and execution of any agreement between the parties hereto; Now, therefore, the parties hereto agree as follows:

- D. **BinV** or any parent, subsidiary or affiliate of it shall maintain in confidence and secrecy any and all information and data furnished to it by **Inventor**, concerning the manufacturing, packaging and/or marketing of the **Idea**, including but not limited to, formulae, processes, manufacturing, procedures, customer lists, design drawings, engineering drawings, product parts lists, production drawings, and any other intellectual property concerning the **Idea**, whether written or existing in computer systems in software or hardware, and cost price information, all of which information and data are deemed by **Inventor** to be confidential, secret and proprietary. **BinV** will not disclose any of said information or data to any person or entity, or make any unauthorised use

thereof. **BinV** will use its best efforts to prevent the discovery of any such information by any third party.

- E. It is understood however, that the secrecy and non-disclosure obligations of **BinV** hereunder shall not apply to:
 - I. Information, which is in the public domain prior to receipt thereof from **Inventor** or which subsequently, becomes a part of the public domain other than by **BinV's** negligence or wrongful acts;
 - II. Information which was disclosed to **BinV** by a third party having the legal right to make such disclosure;
 - III. Information, which **BinV** can establish, was in its lawful possession prior to **BinV's** receipt thereof from **Inventor**.
- F. **BinV** agrees to restrict access to the material disclosed to it by **Inventor** of those employees or business partners of **BinV** who need such information in order to permit **BinV** to negotiate and execute a possible agreement relating to the production of the **Idea** and to perform its obligations under such an agreement.
- G. The validity, construction and enforceability of this agreement shall be governed by the laws of the Netherlands, with jurisdiction by the Court of Rotterdam. IN WITNESS WHEREOF, this agreement has been executed by the parties hereto as per

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