

## **Non-Disclosure Agreement**

This Agreement hereinafter referred to as the 'Agreement' is made

**by and between**

Viveo Cognitive Systems hereinafter referred to as 'Viveo', whose principal office is situated at Parc Nysdam - 92 Avenue Reine Astrid -1310 La Hulpe – Belgium, BTW BE 0466.474.483 RPR Bruxelles

**And**

You, hereinafter referred to as 'You'

Viveo and You referred to each as 'Party' and jointly as the 'Parties'.

### **PREAMBLE**

In connection with the evaluation of a potential business relationship between the Parties, You desire to download on-line functional descriptions or other brochures of Viveo's products and services.

These descriptions and brochures may contain a variety of information and materials that, by their nature, would reasonably be deemed confidential, collectively referred to as 'Confidential Information'.

Now therefore, the Parties hereby agree to abide by this Agreement, which constitutes the final and complete agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous, oral or written, agreements, understandings, representations and negotiations between, the Parties relating to the subject matter thereof, the conditions of the Agreement are as follows:

### **Section 1: PREAMBLE**

The preamble hereto shall form an integral part hereof.

### **Section 2: OBJECT**

You agree that all Confidential Information obtained in digital or electric or way from Viveo, is, and shall be considered, confidential and proprietary to Viveo.

### **Section 3: CONSIDERATION**

You agree that You shall:

- (a) hold Confidential Information in strict confidence and in a manner similar to the way You protect your confidential information of a similar nature, but in all events using a reasonable degree of care;
- (b) not disclose, give, sell or otherwise transfer or make available, under any form or support, in particular letters, memos, documentations, charts, diagrams, graphics, digital or any copy of, directly or indirectly, any Confidential Information to any third party for any purpose, except as expressly permitted in writing by Viveo and only if such disclosure is necessary to investigate or perform the required business;
- (c) not use, or make any records or copies of, the Confidential Information, except as needed to evaluate the potential business relationship described above;
- (d) limit the dissemination of the Confidential Information within its own organization to such individuals whose duties justify the need to know the Confidential Information, and then only provided that such individuals are bound in accordance to Section 3;
- (e) return all Confidential Information and any copies thereof (in whatever form) (i) as soon as it is no longer needed or (ii) immediately upon Viveo's request (such a request will be effective if sent by pre-paid courier service (FedEx or DHL) in a correctly addressed envelope to your address and shall be deemed to have been received on the 5<sup>th</sup> business day unless the contrary is proven); and
- (f) notify Viveo immediately of any loss or misplacement of its Confidential Information, in whatever form.

#### **Section 4: ENFORCEMENT**

You shall ensure compliance with the terms of the Agreement by your directors, officers, employees, agents and contractors.

#### **Section 5: EXCLUDED INFORMATION**

The term 'Confidential Information' does not apply to information that :

- (a) is or becomes generally available to the public other than as a result of a legitimate disclosure by Viveo or persons under its control;
- (b) was available to You on a non-confidential basis prior to its disclosure by Viveo or its agents;
- (c) becomes available to You on a non-confidential basis from a source other than Viveo or its agents, provided, however, that such source is not known by You to be bound by a confidentiality agreement with Viveo or its agents; or
- (d) is independently developed by You without reference to Viveo's Confidential Information.
- (e) was disclosed by You pursuant to written permission of Viveo.
- (f) was disclosed to a third party by Viveo without confidentiality restriction.

#### **Section 6: JUDICIAL REDUCTION of the UNDERTAKING**

In the event that You are required by law, by a court of competent jurisdiction or by another appropriate regulatory body to disclose Confidential Information, You shall promptly inform Viveo in writing of all particulars regarding such disclosure, use best efforts to limit disclosure and obtain confidential treatment or a protective order, give Viveo not less than two business days' notice of it (where such notice is possible) and, if requested by Viveo, give reasonable co-operation to Viveo in contesting such a demand or request (at Viveo's expense).

#### **Section 7: ACCURACY of the CONFIDENTIAL INFORMATION**

Viveo nor any of its agents are making any representation or warranty as to the accuracy or completeness of the any information (including without limitation Confidential Information) provided by them except to the extent specified by any separate agreement between the Parties.

Viveo shall not have any liability resulting from the use of such information supplied by it or its agents, except to the extent specified by any separate agreement between the Parties.

You understand that nothing herein requires You to proceed with any proposed transaction or business relationship in connection to which Confidential Information is disclosed.

#### **Section 8: VIOLATION of the AGREEMENT**

You acknowledge that any breach may allow You or any third party to unfairly compete with Viveo. Therefore, upon any such breach and without prejudice to any rights or remedies Viveo may otherwise have at law or in equity, Viveo shall be entitled to equitable relief, including injunction and specific performance, in addition to any remedies it may have at law in the event of any breach or threatened breach of the provisions of this Agreement. You will notify Viveo in writing immediately upon the occurrence of any such unauthorized release or breach of which it is aware.

No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. No amendment, modification or waiver of any provision of this Agreement, or consent to any departure of either Party there from, shall in any event be effective unless the same shall be in writing and signed by both parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

#### **Section 9: SCOPE**

Unless and until a definitive agreement between the Parties has been executed with respect to any transaction that may be discussed between them, neither Viveo nor You will be under any legal obligation of any kind whatsoever with respect to such transaction, by virtue of any other written or oral expression with respect to such a transaction by any officers, directors, general partners, employees, counsel, financial advisors or other representatives of Viveo or You, except for the matters specifically agreed to in this Non Disclosure Agreement.

#### **Section 10: TERMINATION**

This Agreement terminates upon the decision of either Party (a) not to enter into a business relationship with the other Party or (b) to terminate it. Such termination shall be effective upon 5 days prior written notice to the other Party. In case of termination, all provisions of this Agreement shall survive for a period of 5 years from termination except for any provisions allowing the Parties to use or disclose Confidential Information, which provisions shall terminate immediately upon termination.

#### **Section 11: GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Belgian and the parties hereto agree to submit to the exclusive jurisdiction of Brussels courts, Belgium.

To the extent that the Belgian Act of 11 march 2003 on certain legal aspects of the information society services would apply to the relationships between the Parties, the Parties agree that articles 7, §1, 8°, 8 §1, 9 and 10 of such act do not apply to this Agreement.

**Section 12: SEVERABILITY**

In the event any of the terms or conditions in this Agreement shall be held illegal or unenforceable, the validity of the remaining terms and conditions shall not be affected and the illegal or unenforceable term or provision shall be replaced by such legal or enforceable term or provision as comes closest to the intention underlying the illegal or unenforceable term or provision.