



MOULDING INJECTION

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COMPANY :

PERSON IN CHARGE

LOCATION

DATE

NDA

This Mutual General Non-Disclosure Agreement ("Agreement") is entered into as of the date of last signature below (the "Effective Date") between FLOW STUDIO SPRL, on behalf of its parent company and any affiliated entities of the parent company, with an address at 42 rue de Bruxelles – 1300 wavre - BELGIUM ("FLOW STUDIO"), and the individual or entity identified below ("Participant"). In order to protect certain confidential information which may be disclosed between FLOW STUDIO and Participant, the parties agree to the following:

1. Definition. "Confidential Information" means the non-public information that is exchanged between the parties in oral, tangible, visible, machine readable or any other form, provided that such information is: (i) identified as confidential at the time of disclosure by the disclosing party (the "Discloser"), or (ii) disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information (the "Recipient"). Confidential Information disclosed to Recipient by Discloser's subsidiary, adviser, agent or representative is covered by this Agreement.
2. Purpose. The Recipient may use the Confidential Information solely for the purpose of (the "Purpose"): Any and all Confidential Information regarding new product developments.

FLOW STUDIO :
Participant :

If the above "Purpose" section of this Agreement is not filled in for a party, such party may use the Confidential Information that it receives from the other party for the general purpose of: (i) reviewing and facilitating a potential business relationship, and/or (ii) performance of activities related to the conduct of a business relationship between the parties.

3. Protection of Confidential Information. Recipient shall hold the Confidential Information in confidence and shall not disclose the Confidential Information directly or indirectly or in any way or

by any means to any third party without the prior written approval of the Discloser. A Recipient shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to its employees, affiliates, agents and independent contractors with a need to know in order to fulfill the Purpose and who are subject to provisions of confidentiality no less restrictive than the terms of this Agreement. The Recipient shall not use the Discloser's Confidential Information other than for the Purpose. No publicity, release or announcement concerning the Agreement, or any transactions contemplated between the parties in connection with this Agreement shall be made without the prior written agreement of the other party. The Recipient shall not reverse engineer, decompile, disassemble or use in breach of this Agreement any software, hardware or tangible objects which embody the Discloser's Confidential Information.

4. Exclusions. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which: (i) is or becomes public knowledge through no fault of the Recipient; (ii) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality; (iii) is rightfully received by the Recipient without any duty of confidentiality.



- ality; (iv) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; (v) is independently developed by the Recipient without use of the Confidential Information; or (vi) is approved for release by prior written authorization of the Discloser. The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided the Recipient: (i) promptly notifies the Discloser in writing of the requirement for disclosure (but only to the extent that the Recipient is permitted by law or court order to do so and this clause (i) shall apply only to Confidential Information where the information being compelled is reasonably identifiable from the face of the legal document as Confidential Information provided pursuant to this Agreement); and (ii) limits the content and distribution of such disclosure to the extent reasonably possible.
5. Term. This Agreement shall continue from the Effective Date until terminated. Either party may terminate the Agreement at any time by giving ten (10) working days written notice of its intent to terminate this Agreement. The Recipient's obligations with respect to the Confidential Information hereunder shall survive any termination of the Agreement. Upon request from the Discloser or upon termination of the Agreement, the Recipient shall return all Confidential Information and all copies, notes, summaries or extracts thereof or certify destruction of the same.
 6. Proprietary Rights. Each party shall retain all right, title and interest to such party's Confidential Information. Neither party to this Agreement acquires any patent, copyright or other intellectual property rights or any other rights or licenses under this Agreement except the limited right to use set out in Section 2 ("Purpose") above.
 7. Feedback. The Discloser may (but is not required to) provide to the Recipient feedback, comments, suggestions and ideas related to the Recipient's products or services ("Feedback"). By providing such Feedback, the Discloser grants to the Recipient a royalty-free, irrevocable right and license to use, disclose, copy, license, modify, sublicense and otherwise exploit the Feedback in connection with the Recipient's products or services.
 8. Injunctive Relief. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information would cause irreparable harm to the Discloser for which a remedy at law may be inadequate. Therefore, in addition to any and all remedies available at law, Discloser may be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions hereof.
 9. Independent Development. Nothing in this Agreement shall be construed to preclude either party from developing, using, marketing, licensing, and/or selling any product or service that is developed without use of the Confidential Information.
 10. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THE CONFIDENTIAL INFORMATION.
 11. Export Administration. Each party to this Agreement agrees to comply fully with all relevant export laws and regulations of the United States and any other applicable jurisdiction to ensure that no Confidential Information or any portion thereof is exported, directly or indirectly, in violation of such law(s).
 12. General. The parties do not intend that any agency or partnership relationship be created between them by this Agreement. This Agreement sets forth the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous agreements concerning such Confidential Information, whether written or oral. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither party shall assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise) or any rights or obligations hereunder without the other party's prior written consent. All additions or modifications to this Agreement must be made in writing and must be signed by an authorized officer of both parties. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. Any waiver to be effective must be in writing signed by an authorized officer of the waiving party. If any provision of this Agreement shall be held, for any reason, to be illegal, invalid or non enforceable, the remaining provisions shall nonetheless be legal, valid and enforceable. This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of Belgium and the parties agree to be subject to the jurisdiction of the BELGIAN courts.

FLOW STUDIO SPRL DATE
BY OLIVIER VEREECKEN

TITLE MANAGER

COMPANY

BY

TITLE

DATE