

MUTUAL NON DISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (this "Agreement") is made on <datum>

between

The parties

NAAM, ADRES, PLAATS, registered in the trade register under number NUMMER, represented by NAAM

And

NAAM, ADRES, PLAATS, registered in the trade register under number NUMMER, represented by NAAM

1. As used herein, "Confidential Information" shall mean any and all technical and non-technical information provided by either party to the other party or otherwise obtained by the other party (in either oral, written, digital or electronic form, and including any information provided to or obtained by any director, officer, agent or representative of the other party), including but not limited to (a) patents and patent applications, (b) trade secrets, and (c) proprietary information – data, ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, hardware configuration information, equipment, algorithms, software, and formulae related to the current, future and/or proposed products and services of each of the parties, and including, without limitation, information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information. It is understood that the "Confidential Information" will be related to the design, development, bonding and manufacture of glass, fluid components, wafers, slurry, grinding, laser applications, chemical applications, lapping and polishing, this being the area of mutual interest between the parties hereto.
2. If the Confidential Information is embodied in tangible material (including without limitation, software, hardware, drawings, graphs, charts, disks, tapes, prototypes and samples), it shall be labeled as "Confidential" or bear a similar legend. If the Confidential Information is disclosed orally or visually, it shall be identified as such at time of disclosure and, within thirty days following the initial disclosure, is summarized and designated as confidential in a written memorandum delivered to the Recipient to the attention of its representative if designated.
3. Each party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not reproduce or disclose to any third party any Confidential Information of the other, except as approved in writing by the other party to this Agreement, and will use the Confidential Information for no purpose other than evaluating or pursuing a business relationship with the other party to this Agreement. Each party shall only permit access to Confidential Information of the other party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at

least as restrictive as those contained herein. Each party shall immediately notify the other upon discovery of any loss or unauthorized disclosure of the Confidential Information of the other party.

4. Each party's obligations under this Agreement with respect to any portion of the other party's Confidential Information shall terminate when the party to whom such portion was disclosed (the "Recipient") can document that: (a) the disclosure of such portion was in response to a valid order by a court or other governmental body, and the Recipient provided the party disclosing such portion (the "Disclosing Party") with prior written notice of such disclosure in order to permit the Disclosing Party to seek confidential treatment of such information; (b) such portion was in the public domain at the time it was communicated to the Recipient; (c) such portion entered the public domain subsequent to the time it was communicated to the Recipient through no fault of the Recipient; (d) such portion was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient; (e) such portion was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient; or (f) such portion was developed or acquired by the Recipient independently of and without reference to any Confidential Information communicated to the Recipient by the other party.
5. Upon termination of this Agreement, or upon request of the other party, each party shall promptly return to the other party all documents and other tangible materials representing the other party's Confidential Information and all copies thereof.
6. The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither party shall make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the other party. Nothing in this Agreement shall impose any obligation upon either party to negotiate or consummate any transaction with the other party, prevent either party from pursuing similar discussions with other parties, or obligate either party to continue discussions with the other party.
7. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other party by either party shall remain the property of the other party and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the other party.
8. Confidential information is provided "as is" with all faults. In no event shall either party be liable for the accuracy or completeness of the Confidential Information disclosed by such party. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the infringement of trademarks, patents, copyrights; any right of privacy; or any rights of third persons.
9. The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products without use of the other party's Confidential Information. Each party acknowledges that the other party may currently or

in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that the other party will not develop or have developed for its products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems techniques contemplated by or embodied in the Confidential Information provided that the other party does not violate any of its obligations under this Agreement in connection with such development.

10. The Recipient's obligations hereunder shall continue in full force and effect with respect to any Confidential Information for a period of five years from the date of disclosure of such Confidential Information. The parties' obligations under this Agreement shall survive any termination of the relationship between the parties, and shall be binding upon each party's heirs, successors and assigns.
11. This Agreement shall be governed by and construed in accordance with the laws of The Netherlands. Any dispute arising out of or relating to this Agreement or the Confidential Information of either party shall be brought in the competent court in 's-Hertogenbosch, unless mandatory statutory competency rules prevent this.
12. This Agreement constitutes the final and entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may not be amended except by a writing signed by both parties hereto.
13. Each party acknowledges that its breach of this Agreement will cause irreparable damage and hereby agrees that the other party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.
14. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
15. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party. Neither party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.
16. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the beginning of this Agreement or such other address as either party may specify in writing.

17. Each of the parties agrees that it will not attempt to or assist others to modify, reverse engineer, decompile, create other works from, or disassemble any Confidential Information of the other party without the prior written consent of the other party.

Date:	Date:
Place:	Place:
Name:	Name:
Signature: _____	Signature: _____
Title:	Title: