

MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT ("Agreement") is made and entered into between **NMB International BV** and the party set forth in the signature section of this Agreement (hereinafter referred to collectively as the "Parties", and individually as the "Party"). In connection with the Parties' consideration of a possible business relationship, the Parties agree to exchange certain non-public information concerning financial and other information related to the business and affairs of the Parties. As a condition to such information being furnished to each Party and its directors, officers, employees, agents, and representatives, (collectively, "Representatives"), each Party agrees to treat any Evaluation Material furnished hereunder by or on behalf of the disclosing Party, to the receiving Party or to its Representatives (the "Recipient"), whether prepared by the disclosing Party or its Representatives or otherwise, and irrespective of the form of communication used, in accordance with the provisions of this Agreement as follows:

Confidential Evaluation Material

"Evaluation Material" shall mean non-public information, that the disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential. Evaluation Material includes, without limitation, information relating to released or unreleased software products, the marketing or promotion of any product, any customer, partner or affiliates list, business policies or practices, product and service pricing, financial information, development plans, business plans, and information received from others that the disclosing Party is obligated to treat as confidential.

Evaluation Material shall not include that information defined as "Evaluation Material" above that the Recipient can establish: (i) entered the public domain without the Recipient's breach of any obligation owed to the disclosing Party; (ii) became known to the Recipient prior to the disclosing Party's disclosure of such information to the Recipient; (iii) became known to the Recipient from a source other than the disclosing Party other than by a breach of an obligation of confidentiality owed to the disclosing Party; (iv) is ordinarily provided to licensed users of disclosing Party's products, if such users are not subject to an obligation to maintain such information in confidence; (v) is independently developed by Recipient without reference to Evaluation Material and such independent development is adequately documented; or (vi) is information for which further use or disclosure is authorized by the disclosing Party.

Restrictions

The Recipient shall not disclose any Evaluation Material to third parties, except to the Recipient's Representatives as provided below. However, the Recipient may disclose Evaluation Material pursuant to a valid order of a court or as otherwise required to be disclosed by law, provided that the Recipient shall give the disclosing Party reasonable notice prior to such disclosure and shall comply with any protection order or equivalent. Provided further that the Recipient shall disclose only such information as is legally required.

This Agreement shall remain in force for a period of two (2) years from the last disclosure by the disclosing Party. Provided that with respect to Evaluation Material that is protectable as trade secret information, the Recipient's obligations under this Agreement shall continue for as long as such information continues to be protected under the applicable law.

The Recipient agrees that the Evaluation Material will be used solely for the purpose of evaluating the proposed business relationship. The Recipient shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information but in no event less than its best commercial efforts, to maintain the confidentiality of the Evaluation Material. The Recipient also agrees that its Representatives will not use the Evaluation Material in any way other than as permitted under this Agreement except as required by applicable law or legal process, without the prior written consent of the disclosing Party. Provided, however, that any such information may be disclosed to the Recipient's Representatives who need to know such information for the purpose of evaluating the proposed business relationship and who are advised of this agreement and agree to be bound by this agreement to the same extent as if they were parties hereto.

Each Party agrees that, without the prior written consent of the other Party, neither it nor its Representatives will disclose to any other person the fact that discussions or negotiations are taking place between the Parties concerning a possible business relationship.

This Agreement imposes no obligation to proceed with any business transaction. In the event that the possible business relationship contemplated by this agreement is not consummated, all Evaluation Material will be returned or destroyed at the disclosing Party's request within ten (10) days of such request.

The Recipient may not modify, reverse engineer, decompile, or disassemble any software disclosed to the Recipient by the disclosing Party.

The Recipient shall notify disclosing Party immediately upon discovery of any unauthorized use or disclosure of the Evaluation Material, or any other breach of this Agreement by the Recipient, and will cooperate with the disclosing Party in every reasonable way to assist the disclosing Party to regain possession of the Evaluation Material and prevent its further unauthorized use.

Miscellaneous

All Evaluation Material is and shall remain the property of the disclosing Party. By disclosing information to the Recipient, the disclosing Party does not grant any express or implied right to the Recipient to or under the disclosing Party's patents, copyrights, trademarks, trade secret information or any other intellectual property right.

The Parties agree that their obligations hereunder are necessary and reasonable in order to protect the other Party and the other Party's business, and expressly agree that monetary damages would be inadequate to compensate the other Party for any breach by either Party of any covenants and agreements set forth herein. Accordingly, each Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other Party, and that, in addition to any other remedies that may be available in law,

equity, or otherwise, the disclosing Party shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. It shall not be modified except by a written Letter of Understanding or other agreement dated subsequent to the date of this Agreement and signed by authorized officers of both Parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either Party, its agents, or employees, nor shall a waiver of any provision of this Agreement constitute a waiver of any other provisions or of the same provision on another occasion.

This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the Netherlands and the Parties consent to jurisdiction by the courts in Naarden, with the substantially prevailing party entitled to recover reasonable attorney's fees.

Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

All obligations created by this Agreement shall survive change or termination of the Parties business relationship.

This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year written below.

Date

Date

NMB International BV

Company

M. van der Hoeden
Founder & CEO

Name

Signature

Signature