



NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into by and between [], living at [], [], The Netherlands (hereinafter referred to as "[]," and **Tsuru-online B.V.** having office at Boxtelseweg 26 (5261 NE) Vught, The Netherlands (hereinafter referred to as "Tsuru").

Purpose of disclosures:

Possible collaboration between "[]," and Tsuru.

The information:

All presentations, financial, technical and strategically information of Tsuru.

The parties anticipate that technical and business information may be disclosed between the parties, for the above-stated purpose, such information, described above, being considered by them to be proprietary. Any party furnishing proprietary information will be referred to as a "disclosing party" and a party receiving proprietary information will be referred to as a "receiving party". In order to provide for the protection of such proprietary information from unauthorised use and disclosure, the parties hereby agree the disclosure of such information between them shall be subject to the following terms and conditions:

1. Both parties agree that all proprietary commercial and technical information which relates to the above-stated purpose as disclosed to the receiving party by the disclosing party, whether orally, or in writing, will be maintained by the receiving party in confidence, provided, that all the disclosures in writing are expressly marked with a confidential or proprietary legend and that oral disclosures are identified as confidential or proprietary at the time of disclosure and thereafter reduced to writing and marked with a confidential or proprietary legend, which writing is thereafter furnished to the receiving party within thirty (30) days after the disclosure. The receiving party may, however, in furtherance of the aforesaid purpose, disclose such information to its officers, and those of its employees and others under its control, all of whom will be advised of this agreement and agree to accept the obligations thereunder.
2. The receiving party additionally agrees to take reasonable care to safeguard the confidential nature of the foregoing information, and such reasonable care shall not be less than the degree of care used to prevent disclosure of its own proprietary information. However, the receiving party will not be liable for disclosure and use of such information: if the information is in, or becomes part of, the public domain other than through a breach of this agreement by the receiving party; if such information is disclosed to the receiving party by a third party as a matter of right; if the information is disclosed by the receiving party with the disclosing party's prior written approval; or if the information is required by any judicial order or decree or by any governmental law or regulation. Further, with respect to such information provided to the receiving party by the disclosing party, the receiving party shall not be liable for disclosure and use thereof if such information was of record in the files of the receiving party at the time of its disclosure to the receiving party by the disclosing party or if such information is developed by the receiving party completely independent of the disclosing party's information.
3. Information identified and disclosed as provided in this Agreement shall be held in confidence for a period of three (3) years from the effective date of this Agreement. During such period, such information shall be used only for the purpose stated above.

