



NON DISCLOSURE AGREEMENT

In order to evaluate, and if appropriate enter into and complete, one or more business transactions from time to time (the “Purpose”), BioSter BV (“BioSter”) and the other party identified below (“You”) agree this NDA as follows.

1. This agreement comes into effect when You sign this agreement.
2. One party, any of its group companies, agents or third party contractors (or those of its group companies) (the “Discloser”), may disclose to the other party, any of its group companies, agents or third party contractors (or those of its group companies) (the “Receiver”) information relating to the Purpose that the Discloser considers confidential (“Confidential Information”).
3. Receiver may only use Confidential Information for the Purpose. Receiver shall protect Confidential Information and prevent any unauthorized use or disclosure of Confidential Information. Receiver may only share Confidential Information with its group companies, employees, agents or third party contractors (or those of its group companies) (“Personnel”) who need to know it in connection with the Purpose. You and BioSter shall each ensure that their Personnel keep the Confidential Information confidential and only use it for the Purpose.
4. Confidential Information does not include information that: (a) was known to Receiver without restriction before receipt from Discloser; (b) is publicly available through no fault of Receiver; (c) is lawfully received by Receiver from a third party without a duty of confidentiality; or (d) is independently developed by Receiver. A party may disclose Confidential Information when compelled to do so by law provided that it gives reasonable prior notice to the other party, unless a court orders that such notice is forbidden.
5. Either party may terminate this NDA on thirty days prior written notice, but this NDA’s provisions will still survive in respect of Confidential Information disclosed before termination.
6. Receiver’s duty to protect Confidential Information expires five years from disclosure.
7. This NDA imposes no obligation to proceed with any business transaction.
8. No party acquires any intellectual property rights under this NDA except the limited rights necessary to use the Confidential Information for the Purpose.
9. This NDA does not create any agency or partnership relationship. No person other than You and BioSter and their respective group companies has any rights under this NDA. This NDA is not assignable or transferable by either party without the prior written consent of the other party.
10. This NDA is the parties’ entire agreement on this topic, superseding any other agreements. Any amendments must be in writing. Failure to enforce any of the provisions of this NDA will not constitute a waiver.
11. This NDA and all disputes and claims arising out of or in connection with it are governed by Dutch law. Parties submit to the jurisdiction of court of Amsterdam, the Netherlands.

	Your signature:	_____
	Date:	_____
BioSter B.V.	Legal Entity name:	_____
S.Sieburgh	Your name:	_____
Director	Your title:	_____
Pieter de Hooghlaan 51	Your address:	_____
1213BR Hilversum		_____
The Netherlands		_____