

Non-Disclosure Agreement

This non-disclosure agreement (the "Agreement") is made by and between Pro Temporis, located in 1170 Brussels, 68 Eikhove ("Pro Temporis") and [Name, address and Representative of the client]("Client")

1. Client and Pro Temporis will disclose to each other proprietary and confidential material, information, tools and methodologies ("Materials"). The Materials constitute proprietary information and contain trade secrets and copyrighted works of Client or Pro Temporis.
2. The Materials, and all trade secrets and copyrighted works contained therein and disclosed, and all communications between Client and Pro Temporis, in writing as well as oral, concerning the Materials, trade secrets or copyrighted works, shall be considered and treated as "Proprietary and Confidential Matter" by both parties.
3. Client and Pro Temporis shall employ diligent efforts to maintain the secrecy and confidentiality of the Materials. Such diligent efforts shall be at least equivalent to that degree of care which it normally exercises regarding its own property which it keeps secret and confidential, but in any event no less than a reasonable degree of care.
4. Subject to written derogation, Client and Pro Temporis shall limit disclosure of the Materials under this Agreement to their personnel, partners, subcontractors and agents directly assigned to common missions.
5. Client and Pro Temporis agree that they do not acquire any new title, ownership, or other intellectual property right or license under this Agreement.
6. Upon termination of this Agreement and as soon as Client or Pro Temporis requires to do so, Pro Temporis or Client shall immediately cease using the Materials, shall promptly return all Materials to the other party, and shall promptly certify in writing its compliance with this paragraph. The confidentiality obligations hereunder shall terminate by [Date].
7. In the event that any party breaches this Agreement, the damage to the other party will be irreparable and difficult to quantify. Therefore, in the event of a breach or threat of breach, the injured party shall be entitled to equitable relief to restrain such breach or threat of breach, in addition to any other relief available at law or in equity.
8. This Agreement shall be construed and governed in accordance with the Belgian laws.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representative.

Pro Temporis

Client

Authorized signature

Authorized signature

Marc Doorenbos

Typed or printed name

Typed or printed name

Brussels, [date]

[Place, date]

Place, date

Place, date