

CWT Global B.V., acting for itself and on behalf of its Affiliates (as defined below) ("**CWT**"), and the other party identified below acting for itself and on behalf of its Affiliates ("**Contracting Party**"). CWT and Contracting Party are collectively the "**parties**". The parties intend to enter into discussions to evaluate and possibly enter into, without obligation, a potential business transaction ("**Purpose**"). Each party to this agreement wishes to disclose to the other party confidential information in relation to the Purpose. "**Affiliates**" means any company or other legal entity which directly or indirectly: (i) controls a party; or (ii) is controlled by a party; or (iii) controlled by a company or entity which directly or indirectly controls a party. For these purposes, "control" means the right to exercise more than fifty percent (50%) of the voting or similar right of ownership; but only for so long as such control shall continue to exist and with respect to CWT, the term "Affiliate" shall include CWT's independent partners and joint ventures in the countries where CWT does not have its own wholly-owned operations.

The parties agree as follows:

1. This agreement shall commence on the date this agreement is accepted by the Contracting Party. Either party or any third party for or on its behalf ("**Discloser**") may disclose to the other party or its Representatives (as defined below), ("**Recipient**") information of either party or any of its Affiliates relating to the Purpose (in oral, written or computer-recorded form) which the Discloser considers under its applicable policies or normal business practices to be confidential or is marked 'confidential' or is provided in circumstances in which a reasonable expectation of confidentiality exists including but not limited to information relating to business, marketing or product plans, business operations, clients, customers, employees, proprietary software, databases, algorithms, formulae, inventions, computer programmes, including code (in whole or part), analysis and research projects, technologies, structures and architectures, security intellectual property, contracts, sales figures, commercial proposals, pricing lists or policies, financial information and reports, collectively "**Confidential Information**".
2. Recipient agrees to use the same degree of care exercised with respect to its own Confidential Information of the same nature and sensitivity to protect the Confidential Information provided by the Discloser and shall prevent any unauthorized use or disclosure, but shall use no less than a reasonable standard of care.
3. Recipient may use Confidential Information only for the Purpose. Recipient may share Confidential Information with its officers, directors, employees, agents, contractors/consultants, advisers and Affiliates ("**Representatives**"). Recipient must inform their Representatives that they are obligated to protect the Discloser's Confidential Information in a manner consistent with this agreement. In any event, the Recipient shall remain liable for any disclosure by its Representatives to any third party.
4. This agreement shall not apply to the extent that the Confidential Information: (a) is publicly available through no wrongful act or omissions of Recipient (b) was known to Recipient prior to disclosure from Discloser; (c) received from a third party having the right to disclose such information; or (d) is independently developed by Recipient without reference to Confidential Information. A Recipient may disclose Confidential Information when compelled to do so by applicable law, order of court, agency or government authority of competent jurisdiction provided it provides prior notice to the Discloser, unless a court orders that the Discloser not be given notice prior notice.
5. This agreement shall remain in place for a period of 3 years until or unless terminated earlier by either party. Either party may terminate this agreement with 14 calendar days prior written notice. Confidential Information shared pursuant to this agreement shall remain confidential for a period of 5 years from the date of disclosure of that information.
6. Each party agrees that the disclosure of any and all Confidential Information is solely for the Purpose, that neither party will be obliged to enter into any further agreement and that any negotiations towards a further agreement shall be subject to contract.
7. Upon request of the Discloser, the Recipient shall return or destroy all Confidential Information except where the Recipient is required by law to retain such Confidential Information for its records.
8. Neither party transfers or acquires any intellectual property rights under this agreement.
9. This agreement does not create any agency or partnership relationship. This agreement, nor any right or obligation hereunder or interest herein may not be assigned, transferred or delegated without the prior written consent of the other party, save to an Affiliate, following a merger, consolidation or other internal reorganization.
10. Failure to enforce any of provisions of this agreement will not constitute a waiver.
11. If the parties enter into subsequent agreements relating to the Purpose containing provisions that conflict with the terms of this agreement, the terms of the subsequent agreements shall prevail.

12. This Agreement shall be construed and governed by the laws of The Netherlands. All related disputes shall be resolved exclusively under the corresponding country of the applicable law.
13. The Recipient acknowledges that the Confidential Information has been developed by the Discloser with substantial effort and cost and, therefore, has value to the Discloser; and that breach of any of provisions of this agreement could cause the Discloser irreparable injury for which no adequate remedy at law exists. Accordingly, the Discloser shall have the right, in addition to any other rights it may have and, by executing this agreement, the Recipient hereby consents, to the entry in any court having jurisdiction of a temporary or permanent restraining order or injunction restraining or enjoining the Recipient from any violation of this agreement.
14. With the exception of the rights of any Affiliates, to enforce the benefits conferred by this agreement as well as the successors and assigns of each party, no term of this agreement is enforceable by a third party who is not a party to this agreement.

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