

## CONFIDENTIALITY AGREEMENT

*Between*

1. ....,  
having its registered office at....., ..... ,  
and lawfully represented by .....  
hereinafter referred to as .....

And

2. NIZO food research B.V.,  
having its registered office at Kernhemseweg 2, 6718 ZB Ede, the Netherlands,  
and lawfully represented by its General Manager, Dr. A.C. Juriaanse,  
hereinafter referred to as **NIZO food research**.

..... and **NIZO food research** individually also called **Party** and together called **Parties**

*Whereas*

- a. .... possesses proprietary information, technical knowledge and experience in the field of.....;
- b. **NIZO food research** possesses proprietary information, technical knowledge and experience in the field of food science, in particular in the field of .....
- c. .... and **NIZO food research** wish to discuss and evaluate the possibilities of a collaboration and/or a contract-research agreement in the area of .....
- d. .... and **NIZO food research** wish to exchange **CONFIDENTIAL INFORMATION** within the framework of the discussion and evaluation referred to in c;
- e. Parties wish to protect this Confidential Information by signing this Agreement.

**HEREBY THE PARTIES AGREE UPON THE FOLLOWING:**

### **Article 1. Confidential Information**

As used herein, the term Confidential Information shall include, but shall not be limited to, any information, know-how, data, process, technology, technique, analytical data, samples of products or raw materials, recipes, formulas, specifications, manufacturing equipment, manufacturing procedures, manufacturing processes, manufacturing capacities, product volumes, quality control procedures and standards, customers, and present and future business plans that is disclosed by one Party (the "disclosing Party") to the other Party (the "receiving Party"), whether disclosed prior to this Agreement having been signed by both Parties or thereafter. All information that is provided orally shall be deemed to be Confidential Information if such oral information is stated to be confidential at the time of disclosure and is confirmed in writing to be confidential within thirty (30) days of the oral disclosure.

### **Article 2. Confidentiality and non-use**

As of the date this Agreement has been signed by both Parties, and for a period of five (5) years thereafter:

- (i) the receiving Party agrees to use the Confidential Information of the disclosing Party solely in connection with the evaluation and/or purpose of this Agreement as described in preamble c;
- (ii) the receiving Party agrees to take reasonable steps to protect such Confidential Information from disclosure to any third party;
- (iii) the receiving Party will not disclose to others or use any such Confidential Information in any other manner; and
- (iv) the receiving Party shall disclose such Confidential Information only to such of its officers and employees to whom it is reasonably necessary to disclose the same in connection with the evaluation and/or purpose of this Agreement as described in preamble c, and the receiving Party will ensure and represents and warrants that the officers and employees concerned are bound by and will comply with substantially the same obligations of secrecy and non-use as defined herein for the receiving Party.

The foregoing obligations of confidentiality and non-use shall not apply to any Confidential Information which:

- (a) at the time of disclosure is in the public domain;
- (b) after disclosure becomes part of the public domain through no act or omission by the receiving Party;
- (c) as shown by written records was in the possession of the receiving Party prior to disclosure by the disclosing Party;
- (d) is rightfully received by the receiving Party, without obligation of secrecy, from a third party who was entitled to receive and transfer such information as shown by written records;

- (e) is independently developed by employees of the receiving Party who did not have access to the disclosing Party's Confidential Information as shown by written records; or
- (f) is required to be disclosed pursuant to a judicial or governmental order or governmental regulations, provided that the receiving Party gives the disclosing Party sufficient notice to permit the disclosing Party to seek a protective order or other similar order with respect to such Confidential Information.

Specific Confidential Information shall not be deemed to be within any of the foregoing exclusions merely because it is within the scope of more general information within one or more of the exclusions.

At the request of the disclosing Party, all documents and other materials containing Confidential Information obtained from the disclosing Party, including all copies thereof, shall promptly be returned by the receiving Party to the disclosing Party, provided, however, that the receiving Party may retain one (1) copy at the files of its legal counsel, strictly for purposes of use in case of disputes pertaining to this Agreement.

**Article 3. Ownership and Rights of Confidential Information**

Irrespective of the foregoing and following articles, the Confidential Information that was in the possession of a Party at or before entering into this Agreement will remain the property of that Party.

No rights of any kind can be derived by the receiving Party from obtaining Confidential Information provided by the disclosing Party, unless special contracts covering such rights are constructed.

**Article 4. Law and jurisdiction**

The laws of The Netherlands shall govern this Agreement and for all disputes arising from or in connection with this Agreement, solely the district court of Arnhem, The Netherlands, will be competent, without prejudice to the right to appeal with the competent Dutch courts.

Agreed and signed in two (2) copies.

Ede, ....., 2007

....., ..... .2007

NIZO food research B.V.  
(NIZO food research)

Company Name:

.....  
Dr. A.C. Juriaanse.  
General Manager

.....  
Name:  
Function: