



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the “Agreement”)

is made and entered as of date by and between

name

Residing in / Seated in

Acting for himself as well as / or as a representative of the company company name,

seated in address and/or its subsidiaries,

(“User”).

And

LABROOMS.COM B.V., a limited liability company incorporated under Dutch law,

Seated in the Netherlands

Wibautstraat 131D, 1091 GL Amsterdam, the Netherlands

(“*LabRooms*®”)

Whereas:

- User holds rights on and/or has ideas about a concept / concepts, that it wants to further explore and develop using the services of LabRooms® (*‘Concepts’*);
- LabRooms® offers services related to transforming ideas to actual products or services, presented under the name labrooms.com, and as outlined on the website of LabRooms® **LABROOMS.COM**;

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- User is desirous in using the services of LabRooms® to further explore and/or develop its Concepts in transforming these to actual products / services;
- User is willing to provide LabRooms® with information related to as well as access to these Concepts under the obligation that LabRooms® will only use this information to offer User its services and not to use these Concepts for the benefit of LabRooms® and / or any affiliated company;
- Parties, therefore, wish to enter into a non-disclosure agreement in order for LabRooms® to receive this information in order for LabRooms® to be able to render services to User;

Have agreed as follows:

1. Purpose.

User desires to provide LabRooms® with confidential information both in physical and digital text, images, drawings, etc., as well as (audio-)visual related to the Concepts of User.

In connection therewith, User may disclose to LabRooms® certain confidential technical and business information, including, without limitation, the underlying rights, manuals, pictures, video footage of Concepts which User requires LabRooms® to treat as confidential and a trade secret owned by User.

2. Confidential Information

Confidential information means any information disclosed to LabRooms® by User, either directly or indirectly in writing, orally or by inspection of tangible objects, including, without limitation, rights, registrations, manuals, documents, pictures, video footage, business plans, development materials, schedules, ideas, concepts, investor or financier information, patterns, contract parties, personal information regarding User or its financiers, documentation, marketing plans, business and consulting affiliations, trade secrets, technology, knowledge, designs, concepts, technical know-how, financial data, negotiations and contracts with other companies, research or developmental work, sources and contacts, and any other information provided or otherwise disclosed by User or its respective affiliates, members, partners, directors, officers, employees, stockholders, agents, consultants, accountants, financial advisers, attorneys or other advisors pertaining to Concepts. Confidential Information may also include information disclosed to User by third parties.



3. Non-use and Non-disclosure.

LabRooms® agrees not to use any Confidential Information for any purpose except to offer services to User in order for User to further explore and/or develop its Concepts within a *LabRoom*. LabRooms® agrees not to disclose any Confidential Information to third parties or to employees of LabRooms® or to affiliated companies of LabRooms®.

4. Maintenance of Confidentiality.

LabRooms® agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, LabRooms® shall take at least those measures that LabRooms® takes to protect its own most highly confidential information and shall have its employees, if any, who have access to Confidential Information sign a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. LabRooms® shall not make any copies of Confidential Information. LabRooms® shall immediately notify User in the event of any known unauthorized use or disclosure of the Confidential Information.

5. Return of Materials / No License.

All documents and other tangible objects containing or representing Confidential Information of User and all copies thereof which are in the possession of LabRooms® shall be and remain the sole and exclusive property of User and shall be promptly returned to User upon User's request.

Nothing in this Agreement is intended to grant any rights to LabRooms® under any patent, copyright, trademark, trade secret or other intellectual property right of User, nor shall this Agreement grant LabRooms® any rights in or to Confidential Information or any relationship between the parties.

6. Injury to User

LabRooms® acknowledges that any disclosure or dissemination by it of any of the Confidential Information or material described in this Agreement will cause severe and irreparable harm to User. LabRooms® also acknowledges that any disclosure or dissemination by it of any of the Confidential Information or material described in this Agreement could deprive User of the right to use such information or material, or otherwise result in a depletion of its value to User. Therefore, it would be

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important and necessary to prevent LabRooms® from disclosing or disseminating such information or material. LabRooms® also understands that it may be necessary to have a court order to stop her from performing such acts, if any summon from User thereto remains unanswered, and that User shall, therefore, be entitled to all available injunctive and/or equitable relief in connection with any breach or default by LabRooms® hereunder in addition to all legal remedies.

LabRooms® agrees that any breach or violation by it of any of the terms or provisions of this Agreement shall result in substantial damages and injury to User, the precise amount of which would be extremely difficult or impracticable to determine.

Accordingly, the parties have made a reasonable endeavor to estimate a fair compensation for potential losses and damages to User, and therefore further agree that, if a summon towards LabRooms® from User to stop using Confidential Information remains unanswered, in addition to any remedy ordered by a court of competent jurisdiction, LabRooms® will also be obligated to pay, and hereby agrees to pay to User, the sum of Ten Thousand Euros (€ 10,000) as a reasonable and fair amount of liquidated damages to compensate User for any loss or damage resulting from each breach by LabRooms® of the terms hereof.

The parties hereto further agree that such sum bears a reasonable and proximate relationship to the actual damages that User will suffer from each breach of the terms of this Agreement.

7. Miscellaneous.

In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this agreement shall remain valid and enforceable as though such term were absent upon the date of its execution.

The obligations of LabRooms® hereunder survive any termination of this Agreement. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

This Agreement shall be governed by the laws of the Netherlands, without reference to conflict of laws principles, and the competent court is seated in Amsterdam. This document contains the entire agreement between the parties with respect to the subject matter hereof.

Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof.

This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto

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This Agreement may be signed in counterparts and will become effective as soon as both Parties to this Agreement have signed same, or as soon as User has accepted this Agreement, by checking the appropriate 'I Agree'-box, or similar approval mechanism on the website of LabRooms®, prior to entering an agreement with LabRooms® to make use of the services of LabRooms® by User.

date

name



Labrooms.com B.V.