

NDA

Title

REFERRED TO	REFERRED TO
SIGNEE	SIGNEE NAME
DATE	DATE

robin
radar systems

Non-Disclosure Agreement

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN:

- 1 Robin Radar Systems B.V., having its seat and its place of business at the Hague, The Netherlands (2497 GM), situated on Laan van Waalhaven 355, hereinafter referred to as: "ROBIN", and
- 2 Organisation having its registered office at: Address, Zipcode City, Country, hereinafter referred to as: "Referred to"

hereinafter each referred to as "Party" and/or collectively as "Parties"

WHEREAS:

- Parties wish to have various discussions in order to investigate a certain relationship;
- one Party is prepared to disclose information to the other Party under an obligation of secrecy and confidentiality;

WHEREBY IT IS AGREED AS FOLLOWS:

- 1 The term "INFORMATION" as used herein shall mean all information and knowledge concerning the
 - ROBIN radar systems, all associated bird radar and drone detection technology and information about peripheral systems and the business-related information of ROBIN
 - If applicable a description of the "customer/supplier" information/knowledge which shall be protected by this NDA and business-related information of Referred to.

which one Party, hereinafter referred to as: "DISCLOSING PARTY", discloses to the other Party, hereinafter referred to as: "RECEIVING PARTY" in writing or by means of a confidential sample and which is marked at the time of disclosure to indicate it is confidential, or if it is disclosed in any other manner, is identified and described in writing within thirty (30) days following such disclosure and is marked as confidential.

- 2 Each Party hereto agrees to receive INFORMATION from the other Party for the sole purpose of evaluating the same to determine their respective interests in a possible cooperation.

- 3 The RECEIVING PARTY agrees to keep secret and confidential the INFORMATION and refrain from disclosing it to and/or use it on behalf of any third party and will disclose it only to those of its employees who have a need to know for the purpose mentioned under clause 2 and who will exert the same efforts to keep it secret and confidential within their own organisation as is usual with respect to their own proprietary and confidential information. These efforts may certainly not be less than reasonable care. Without the prior written consent of the DISCLOSING PARTY, the RECEIVING PARTY may not analyse, (de)compile, modify, edit, format, improve, copy, derive from, reproduce, reverse engineer, transfer, distribute, publish, (sub)lease, market and/or sell, in whole or in part, the INFORMATION. This Agreement and/or the INFORMATION may not be construed, by implication or otherwise, to convey and/or grant to the RECEIVING PARTY a right under any kind of the DISCLOSING PARTY's intellectual property rights or any kind of licence - to make, have made, use and/or sell a product, system or services using the INFORMATION, both directly and indirectly, in whole or in part.
- 4 Any (part of the) INFORMATION, which is marked with a government security classification at the time of disclosure, shall be protected, kept secret and strictly confidential, used and/or handled by the DISCLOSING and the RECEIVING PARTY in exact accordance with the security procedures, laws and/or regulations prescribed by the appropriate government.
- 5 This Agreement will come into force as from the last date of full signature of this Agreement and will expire after a term of 12 months. The secrecy obligations last until five (5) years after the expiration of this Agreement. Provisions and/or obligations which naturally are intended to continue to exist after the expiration of this Agreement, survive such expiration.
- 6 The RECEIVING PARTY agrees to keep secret and confidential, in accordance with the above, any and all of the INFORMATION, with the exception of INFORMATION which:
 - a. at the time of disclosure is in the public domain;
 - b. after disclosure becomes a part of the public domain by publication or otherwise, otherwise than by culpable negligence or breach of the Agreement by the RECEIVING PARTY;
 - c. the RECEIVING PARTY can prove it was in its possession at the time of disclosure by the DISCLOSING PARTY;
 - d. the RECEIVING PARTY lawfully obtains from a third party;
 - e. is disclosed by the DISCLOSING PARTY on an unrestricted basis;
 - f. is developed by the RECEIVING PARTY independently of any INFORMATION received from the DISCLOSING PARTY;

- g. is required to be disclosed on a restricted basis pursuant to a judicial and/or an other lawful governmental order, but only to the extent required by operation of law, regulation or a court order.
- 7 The INFORMATION is provided 'as is' without any kind of warranties, express, implied and/or statutory, including but not limited to that the application and/or use of the INFORMATION does not infringe the intellectual property rights and/or other rights of a third party. The Parties are liable towards each other only for damages, which are the direct result of a culpable shortcoming, namely a breach of contract, on the part of the breaching Party under this Agreement, and is suffered by the injured Party. The Parties are not liable to each other for any kind of other damages, losses, expenses, indirect and/or consequential damages, which the RECEIVING PARTY suffers, arising out of and/or in connection with the accuracy, completeness and/or other quality issue with respect to, and/or the application and/or use by the RECEIVING PARTY of the INFORMATION.
- 8 All materials including, without limitation, documents, drawings, models, apparatus, sketches, designs and lists furnished to RECEIVING PARTY by the DISCLOSING PARTY and which are proprietary to one Party, including but not limited to the INFORMATION, are and shall remain the property of such Party and shall be returned to such Party or destroyed promptly at its written request with all copies made thereof. If the DISCLOSING PARTY has not made this request within one (1) month after termination and/or expiration of this Agreement, the RECEIVING PARTY will be free to destroy all such materials.
- 9 This Agreement shall in all respects be construed and the legal relations between both Parties determined in accordance with the laws of The Netherlands.
- 10 All disputes arising from or in connection with the Agreement shall exclusively be brought before the competent Court in The Hague, The Netherlands.

IN WITNESS WHEREOF the Parties have executed this Agreement in twofold,

REFERRED TO

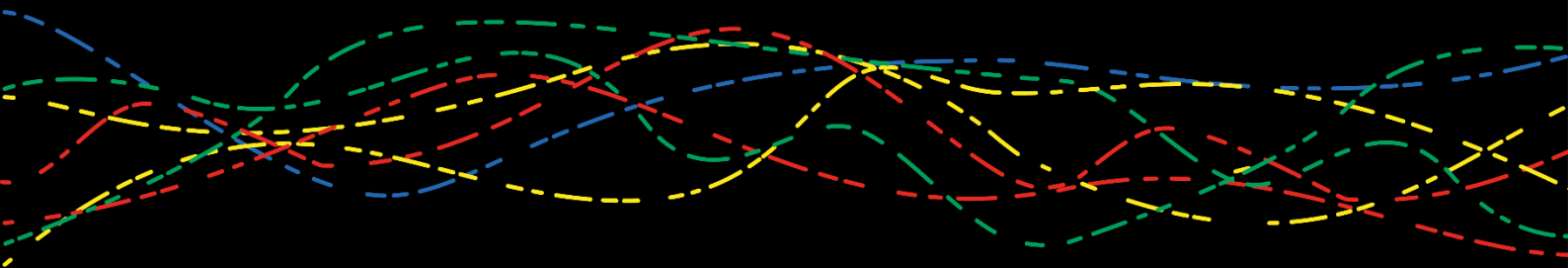
ROBIN RADAR SYSTEMS BV

Name of signee
Function of signee

ROBIN signee name
ROBIN function name

Date:

Date: Date of the NDA



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