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This Non-Disclosure Agreement (the "Agreement") is made and entered into as of the later of the two signature dates below by and between CRINEL and \_\_\_\_\_, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED IN THIS AGREEMENT AND THE MUTUAL DISCLOSURE OF CONFIDENTIAL INFORMATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definition of Sensitive Information and Exclusions.

- (a) "Sensitive Information" means non-public information that a party to this Agreement ("Disclosing Party") designates, as being Sensitive to the party that receives such information ("Receiving Party") or which, under the circumstances surrounding disclosure ought to be treated as Sensitive by the Receiving Party. "Sensitive Information" includes, without limitation, information in tangible or intangible form relating to and/or including, Disclosing Party's business policies or practices, and information received from others that Disclosing Party is obligated to treat as Sensitive. Except as otherwise indicated in this Agreement, the term "Disclosing Party" also includes all Affiliates of the Disclosing Party and, except as otherwise indicated, the term "Receiving Party" also includes all Affiliates of the Receiving Party. An "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with a party. Prior to the time that any Sensitive Information is shared with an Affiliate who has not signed this Agreement, the Receiving Party that executed this Agreement below (the "Undersigned Receiving Party") shall have entered into an appropriate written agreement with that Affiliate sufficient to enable the Disclosing Party and/or the Undersigned Receiving Party to enforce all of the provisions of this Agreement against such Affiliate.
- (b) Sensitive Information shall not include any information, however designated, that:
- (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed Disclosing Party;
  - (ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party pursuant to the terms of this Agreement;
  - (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party;
  - (iv) is independently developed by Receiving Party; or
  - (v) constitutes Feedback (as defined in Section 5 of this Agreement).

2. Obligations Regarding Sensitive Information

(a) Receiving Party shall:

- (i) Refrain from disclosing any Sensitive Information of the Disclosing Party to third parties for five (5) years following the date that Disclosing Party first discloses such Sensitive Information to Receiving Party, except as expressly provided in Sections 2(b) and 2(c) of this Agreement;



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- (ii) Take reasonable security precautions, at least as great as the precautions it takes to protect its own Sensitive information, but no less than reasonable care, to keep the privacy of Disclosing party's sensitive information
  - (iii) Refrain from disclosing, reproducing, summarizing and/or distributing Sensitive Information of the Disclosing Party except in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder; and
- (b) Receiving Party may disclose Sensitive Information of Disclosing Party in accordance with a judicial or other governmental order, provided that Receiving Party (i) gives Disclosing Party notice prior to or in any event as soon as reasonably possible following such disclosure or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Sensitive Information the highest level of protection afforded under applicable law or regulation. Notwithstanding the foregoing, the Receiving Party shall not disclose any computer source code that contains Sensitive Information of the Disclosing Party in accordance with a judicial or other governmental order unless it complies with the requirement set forth in sub-section (i) of this Section 2(b).
- (c) The undersigned Receiving Party may disclose Sensitive Information only to Receiving Party's employees and consultants on a need-to-know basis. The undersigned Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants sufficient to enable it to comply with all the provisions of this Agreement.
- (d) Receiving Party shall notify the undersigned Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Sensitive Information or any other breach of this Agreement by Receiving Party and its employees and consultants, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Sensitive Information and prevent its further unauthorized use or disclosure.
- (e) Receiving Party shall, at Disclosing Party's request, return all originals, copies, reproductions and summaries of Sensitive Information and all other tangible materials and devices provided to the Receiving Party as Sensitive Information, or at Disclosing Party's option, certify destruction of the same.

### 3. Remedies

The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Sensitive Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.



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4. Miscellaneous

- (a) Receiving party shall comply and act properly and responsibly with all current “and future updated” CRINEL information security policies and procedures. In case of the received party violated any of the information security policies, the disclosing party has the right to apply disciplinary actions, or proceed in any regulatory or legal procedures.
- (b) All Sensitive Information is and shall remain the property of Disclosing Party. By disclosing Sensitive Information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein. Disclosing Party reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets except as otherwise provided herein.
- (c) The parties agree to comply with all applicable international and national laws that apply to
- (i) any Sensitive Information, or
  - (ii) any product (or any part thereof), process or service that is the direct product of the Sensitive Information
- (d) The terms of confidentiality under this Agreement shall not be construed to limit either the Disclosing Party or the Receiving Party’s right to independently develop or acquire products without use of the other party’s Sensitive Information. Further, the Receiving Party shall be free to use for any purpose the residuals resulting from access to or work with the Sensitive Information of the Disclosing Party, provided that the Receiving Party shall not disclose the Sensitive Information except as expressly permitted pursuant to the terms of this Agreement. The term “residuals” means information in intangible form, which is retained in memory by persons who have had access to the Sensitive Information, including ideas, concepts, know-how or techniques contained therein. The Receiving Party shall not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, this subparagraph shall not be deemed to grant to the Receiving Party a license under the Disclosing Party’s copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, the Receiving Party, their agents, or employees, but only by an instrument in writing signed by an authorized employee of Disclosing Party and the Receiving Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.



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- (f) If either the Disclosing Party or the Receiving Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
- (g) This Agreement shall be construed and controlled by the laws of The United State of America, and shall be subject to the non-exclusive jurisdiction of the courts of Baltimore, Maryland USA. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect
- (h) All notices that are required to be given under this Agreement shall be in writing and sent to the address of the recipient set out in this Agreement.
- (i) This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that neither party may assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or in part, without the prior written approval of the other party. Any attempted assignment in violation of this Section shall be void.
- (j) In the event this Agreement (including any schedules, exhibits or attachments hereto) is signed in both the English language and in another language, any conflict or inconsistency between the different language versions shall be resolved solely by reference to the English language version, except where otherwise stipulated by local law.
- (k) If this Agreement is entered into by a corporation or other legal entity, the person signing warrants that he/she is authorized to execute this Agreement on behalf of the corporation or legal entity and to fully bind the corporation or legal entity to all the terms and conditions set out above.
- (l) Either party may terminate this Agreement with or without cause upon ninety (90) days prior written notice to the other party. All sections of this Agreement relating to the rights and obligations of the parties concerning Sensitive Information disclosed during the term of the Agreement shall survive any such termination.

## 5. Suggestions and Feedback

The Receiving Party may from time to time provide suggestions, comments or other feedback ("Feedback") to the Disclosing Party with respect to Sensitive Information provided originally by the Disclosing Party. Both parties agree that all Feedback is and shall be given entirely voluntarily. Feedback, even if designated as Sensitive by the party offering the feedback, shall not, absent a separate written agreement, create any confidentiality obligation for the receiver of the feedback. Receiving Party will not give Feedback that is subject to license terms that seek to require any Disclosing Party product, technology, service or documentation incorporating or derived from such Feedback, or any Disclosing Party intellectual property, to be licensed or otherwise shared with any third party. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, the receiver of the feedback shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely



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without obligation or restriction of any kind on account of intellectual property rights or otherwise.

6. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Receiving Party \_\_\_\_\_ CRINEL (Disclosing Party)

**Name** : \_\_\_\_\_

**Title** : \_\_\_\_\_

**Signature:**  \_\_\_\_\_

**Date** : \_\_\_\_\_