

NON-DISCLOSURE AGREEMENT

Between

(‘Recipient’)

and

deGast deSIGN

(‘Designer’)

Veenweidestraat 4F, 1441NH Purmerend, The Netherlands

Recipient is interested in obtaining information from Designer relating to ;

("the Confidential Information"), for the sole purpose of studying the Confidential Information internally to evaluate a possible business transaction with Designer; and Designer is entitled and willing to make the Confidential Information available to Recipient solely for the said purpose and under the terms and conditions hereinafter set forth:

1. “Confidential Information” shall include any documents, patent applications, materials, models, marketing, financial and investment plans, contacts, advice, recommendations, drawings, plans, diagrams, specifications, technical material, techniques, compounds, compositions, substances, seeds or any other physical matter in any way containing, representing or embodying any of the foregoing or any other information given, whether verbally, in written or other form, by or on behalf of Designer to Recipient.

2. Recipient undertakes to use the Confidential Information only for the purpose of this Agreement.

3. Recipient undertakes to treat and maintain in strict confidence and secrecy, the Confidential Information including any aspect thereof that may have been disclosed prior to the signature hereof, and to make such information available only to those of its employees, consultants and/or third parties who need to have access to it for the purpose of this Agreement, and to impose on such parties the same obligations of confidentiality and non-use as it undertakes under this Agreement.

4. Recipient’s undertakings and obligations under clause 3 above shall not apply to any part of the Confidential Information for which the Recipient proves:

4.a. that it was known to Recipient prior to disclosure thereof by Designer;

4.b. that it was generally available to the public prior to disclosure by Designer, or becomes generally available to the public after such disclosure (other than as a result of the breach by the Recipient of its obligations hereunder).

5. This Agreement shall not by implication or otherwise be construed as a grant of a license or as an obligation to grant a license or any other right to the Recipient.

6. No warranty of any kind is being provided with respect to the Confidential Information including any warranty of accuracy, completeness and / or non-infringement.

7. This Agreement shall be terminated upon the expiry of the earlier of:

7.a. Six (6) months from the date hereof; or

7.b. receipt of 14 days' written notice by Designer to Recipient, at any time.

Upon termination, Recipient will cease all study or other examination of Designer's Confidential Information, and the Confidential Information shall be returned to Designer or destroyed upon Designer's request.

8. Notwithstanding termination of this Agreement Recipient's confidentiality obligations remain until Confidential Information becomes within the public domain through no fault of the Recipient or no act of the Recipient in breach of this Agreement.

9. The rights of the parties shall inure to, and the obligations hereunder shall be binding on the legal successors and assigns of the parties to this Agreement.

10. The Recipient acknowledges that its breach of this agreement may result in immediate and irreparable harm to the Designer, for which there will be no adequate remedy at law, and the Designer shall be entitled to equitable relief to compel the Recipient to cease and desist all unauthorised use and disclosure of the Confidential information.

11. The law of The Netherlands shall govern this Agreement for all purposes.

12. This Agreement contains the entire agreement of the parties relating to its subject matter and supersedes all prior or contemporaneous oral or written agreements.

13. This Agreement may not be amended except by mutual written agreement of the parties.

deGast deSIGN

By.....

By Barro de Gast

Position.....

Position.....

Date.....

Date.....

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