

MUTUAL NON-DISCLOSURE AGREEMENT

Standard Business Confidentiality & Mutual Protection Agreement

1. Purpose

The parties wish to explore a business relationship of mutual benefit and, in connection with this exploration, may disclose to each other certain proprietary, technical, or business information that the disclosing party considers confidential.

2. Definition of Confidential Information

For purposes of this Agreement, 'Confidential Information' shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged.

3. Exclusions from Confidentiality

Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure, (b) discovered or created by the Receiving Party before disclosure, or (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party.

4. Term and Obligations

The Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. This obligation shall survive for a period of three (3) years from the date of disclosure.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the European Union, without giving effect to any principles of conflict of laws.