

CONFIDENTIALITY POLICY

Last updated: June 12, 2021

1. Definitions.

For purposes of this Confidentiality Policy, "Recipient" shall mean the party that receives or obtains Confidential Information. "Discloser" shall mean the party that discloses or provides Confidential Information and "Confidential information" shall mean all information in any form concerning the Discloser that is obtained by the Recipient during the course of discussions and performance of services to Customer, including but not limited to marketing and financial information, technical know-how, patent applications, customer and supplier lists, product roadmaps, concepts, ideas, methods, procedures of operations and which the Discloser, in the case of tangible disclosures, marks as "Confidential" or with a similar legend or, in the case of oral, visual or audio enclosures, designates as confidential at the time of disclosure: provided, however, that regardless of whether so marked or designated, any information which the Recipient has reason to know is confidential or proprietary of the Discloser shall be deemed Confidential Information of the Discloser.

moreMomentum acknowledges that any company or personal information provided by its Customer in any research or benchmark project is considered Confidential Information and will be only disclosed on an aggregated level. Individual responses of employees of Customer will not be disclosed to Customer or third parties without written consent of the employee concerned.

2. Protection of Confidential Information.

For a period of five (5) years from the date of receipt, the Recipient:

- a. shall maintain Confidential Information in confidence, shall not disclose Confidential Information or any portion thereof, to any third party, and shall protect Confidential Information with at least the same degree of care as it protects its own confidential information;
- b. shall restrict disclosure of Confidential Information solely to employees of the Recipient having a need to know such Confidential Information in order to carry out services agreed between MoreMomentum and its Customer;
- c. shall restrict disclosure of Confidential Information solely to advisors and external service providers having a need to know to provide Customer with adequate services.
- d. shall advise each such employee, before he or she receives access to such Confidential Information of the obligations of the Recipient under this Confidentiality Policy; and
- e. shall use Confidential Information received from the Discloser only for purposes of fulfilling its obligations to the Discloser.

3. Exceptions.

This Confidentiality Policy imposes no obligation on the Recipient with respect to any portion of Confidential Information, which the Recipient can demonstrate through written or other tangible proof:

- a. was generally available to the public prior to the Discloser's first disclosure thereto to Recipient or subsequently becomes generally available to the public through no fault of the Recipient;
- b. was in the Recipient's possession prior to receipt from the Discloser and not acquired directly or indirectly from the Discloser;
- c. is lawfully received by the Recipient from a third party not directly or indirectly associated with the Discloser and having no obligation of confidentiality with respect thereto;
- d. is disclosed to third parties without obligation of confidentiality with the prior written consent of the Discloser; or
- e. is independently developed by the Recipient without benefit of Confidential Information.

4. Required Disclosures.

If Recipient becomes subject to an order that requires Recipient to disclose Confidential Information. Recipient will, to the extent permitted by law: (a) promptly notify Discloser of the order's terms and the circumstances surrounding its issuance; (b) consult in good faith with Discloser regarding possible responses to the order and, if requested by Discloser, make best efforts to narrow the order's scope, obtain a protective order from the court, or produce documents to the court of government body under seal with appropriate instructions regarding preservation of the information's confidentiality; and (c) if disclosure is required to prevent Recipient from being subjected to contempt sanctions or other penalties, disclose only the Confidential Information that, in the opinion of counsel reasonably satisfactory to Discloser, is legally required to be disclosed, consistent with a reasonable interpretation of the order.

5. Ownership and Return of Confidential Information.

All tangible information, including without limitation documentation, job-aids, training material and methodology and designs furnished hereunder by either party to the other shall remain the property of the party of origin. Within thirty (30) days following request by Discloser, Recipient shall deliver to Discloser any tangible information submitted by the other party hereunder, and either deliver, or destroy with a certificate attesting to such destruction by an officer of Recipient, all copies, notes, diagrams, computer memory media and other materials prepared or created by Recipient containing any portion of Confidential Information.

6. No Licenses Granted. Except as expressly granted herein, this Confidentiality Policy shall not be construed as granting or conferring, either expressly or impliedly, any rights or licenses with respect to confidential Information, or any intellectual property rights relating hereto. Confidential Information shall remain the sole property of the Discloser. Neither this Confidentiality Policy nor the disclosure of any Confidential Information hereunder shall result in any obligation of either party to enter into any further agreement with the other; with respect to the subject matter hereof or otherwise, or to require any party to disclose any particular Confidential Information. Nothing in this Confidentiality Policy creates or shall be deemed to create any employment, joint venture, or agency between the parties.

7. Disclaimer. Customer and MoreMomentum do not make any representation, express or implied, with respect to, or warrant, any information provided under this Confidentiality Policy.

9. Remedies. In the event of a breach or threatened breach of this Confidentiality Policy by either party, the other party, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to seek preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.

10. Assignment. Neither party may assign any rights or duties under this Confidentiality Policy without the prior written consent of the other party and any attempted assignment without such consent shall be void, except that either party shall be entitled to assign the rights and duties under this Confidentiality Policy to a successor in interest who obtains all or substantially all of the assigning party's business and assets as part of a merger, sale of assets, sale of stock, operation of law or otherwise. Subject to the foregoing, this Confidentiality Policy shall be binding upon both parties, and their respective successors and assigns.

11. Governing Law. The validity, construction and performance of this Confidentiality Policy shall be governed and construed in accordance with the laws of The Netherlands. In the event of invalidity or unenforceability of any provisions of this Confidentiality Policy, such invalidity or unenforceability shall not affect the remaining provisions of this Confidentiality Policy.

12. Entire agreement. This Confidentiality Policy constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior confidential disclosure agreements, written or oral communications, representations, undertakings or understandings between the parties with respect to the subject hereof. Any additions or modifications to this Confidentiality Policy must be in writing and signed by both parties.