

# NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into by and between:

**Caeleste CVBA,**

a Belgian company having its registered office at Hendrik Consciencestraat 1 b, BE-2800 Mechelen, Belgium.  
hereinafter referred to as "Caeleste",

and

\_\_\_\_\_,'

a \_\_\_\_\_ company having its registered office at

\_\_\_\_\_,  
hereinafter referred to as "\_\_\_\_\_"

CAELESTE and \_\_\_\_\_ hereinafter referred to as the "Party" or the "Parties" or the "Recipient" as the context may require.

Whereas the Parties, as defined above, have each developed or acquired certain confidential, substantial and identified as Confidential Information, as defined below, concerning the Purpose, also as defined below;

Whereas the Parties as of the effective date of this agreement desire to communicate in their discretion to each-other part or all of such Confidential Information, subject to confidentiality and the other terms and conditions of this agreement,

NOW, THEREFORE, it is agreed as follows:

1. The Confidential Information controlled by this Agreement relates to:

**Development of CMOS image sensors**  
(hereinafter referred to as the "Purpose").

2. The Parties appoint the following representatives as contact persons (any change shall be notified in writing):

For Caeleste:

Name: Jan Vermeiren

Phone: +32 15 71 05 03

Email: jan.vermeiren@caeleste.be

For \_\_\_\_\_:

Name:

Phone:

Email

3. "Affiliate" of a specified corporation or entity, for the purpose of this agreement, shall mean any corporation or other entity directly or indirectly, controlling, controlled by or under common control with such corporation or entity. For the purpose of the above, "control" shall mean (i) the ownership or control, directly or indirectly, of fifty percent (50%) or more of the equity capital or the shares or voting rights in the corporation or other entity in question or (ii) the control of the composition of the board of directors of the corporation or other entity in question

4. Confidential Information may include, by way of example but without limitation, data, know-how, formulas, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, records, compilations, customer lists, pricing information,

studies, findings, inventions and ideas etc. Confidential Information shall be clearly and suitably marked or described as being confidential. Information disclosed verbally or visually or incorporated in samples shall only be considered as Confidential Information if the Recipient is informed about the confidential nature at the time of first disclosure, followed by a written confirmation within 20 (twenty) days, either in minutes of meeting or in a separate written confirmation.

5. Information shall not be deemed to be Confidential Information and Recipient shall have no obligation with respect to such information which:
  - (a) is already known to the Recipient at the time of disclosure, or
  - (b) is or becomes publicly known (through no fault of the Recipient), or
  - (c) is received by the Recipient from a third party without similar restriction as to non-disclosure and without breach of this Agreement, or
  - (d) has been independently developed by the Recipient
6. This Agreement shall become effective as of the date of last signature and shall remain in effect for a period of 3 (three) years. Expiry or termination of this Agreement shall not affect the rights and obligations contained herein with respect to Confidential Information supplied hereunder prior to expiry or termination.

During the term of this Agreement and until 5 (five) years following expiration or termination of this Agreement, Recipient shall:

- (1) not use Confidential Information except for the Purpose and shall exercise sufficient care in order to protect such Confidential Information, using at least the same standard of care one usually employs in own affairs of similar character, but not less than reasonable care;
  - (2) limit disclosure of Confidential Information and disclosure of the existence, terms and performance of this Agreement to individuals within its own organization, to external counsels, independent contractors or to advisors on a „need to know basis“ only and provided that Recipient has taken any necessary measures to ensure compliance with the undertakings of this Agreement. Disclosure to external service providers (if any) shall be limited to the extent necessary to enable them to provide their services;
  - (3) not disclose Confidential Information to any third party without the prior written authorization of the other Party.
7. The parties agree not to copy any Confidential Information without the prior written authorization of the other Party and agree to return or destroy all Confidential Information upon request of the other Party.
  8. No provision of this Agreement shall be construed to be an obligation by either Party to disclose information to the other Party or to enter into further agreements with the other. The Confidential Information will be supplied "as is" without any express or implied warranty and in particular without any limitation as to fitness of such Information for the intended purpose.
  9. Other than as provided hereunder the transmission of Confidential Information by one Party to the other Party under this Agreement shall not be construed as expressly or impliedly granting the Receiving Party any Intellectual Property right (under any license or any other means) in relation to such Confidential Information.

10. Any information to be treated as confidential under this Agreement shall not be used by the Recipient against patent applications by the other Party.

11. Neither Party shall be entitled to assign or transfer all or part of its rights and obligations hereunder without the prior written consent of the other Party which consent shall not unreasonably be withheld.

12. This document constitutes the entire agreement between CAELESTE and \_\_\_\_\_ relating to the subject matter and supersedes all previous communications, both oral and written, representations and understandings among the Parties with respect to the subject matter of this Agreement. No other right or license to use Confidential Information is granted hereby. No modification, deletion or amendment and/or discharge of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their duly authorized officers or representatives. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement. The Parties shall exercise their best efforts to substitute the invalid provision by a valid provision most similar to the provision invalid.

13. This Agreement shall exclusively be governed by, interpreted and construed in accordance with Belgian law. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules, unless the Parties agree on the appointment of a sole arbitrator. The rules of procedure of Belgian law shall be applied to the arbitration. In case the arbitration is initiated by one party, the place of arbitration shall be a location chosen by the other party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in duplicate.

**Caeleste CVBA**

\_\_\_\_\_

Name: Geert De Peuter

Name: .....

Function: CEO

Function: .....

Signature: .....

Signature: .....

Date: .....

Date: .....