

NON DISCLOSURE AND CONFIDENTIALITY AGREEMENT

between

Knowledge Values, Atalanta 44, 5121 MS Rijen, The Netherlands ("Knowledge Values")

and

.....("Recipient").

1. Property Rights

All current and future intellectual property rights including but not limited to copyrights on Match™ belong to Knowledge Values from the moment these rights come into existence. In so far as necessary Recipient hereby transfers and Knowledge Values hereby accepts these rights, including in so far as legally possible all moral rights vested in Match™ as meant in Article 25 Dutch Copyright Act.

2. Trade secrets

Recipient understands and acknowledges that he receives or be exposed to trade secrets of Knowledge Values and its successors and associates (the Company), including but not limited to, the following:

- a. Any and all information concerning the Company's current, future or proposed services, products and plans including, but not limited to, business plans and any annexes thereto, unpublished computer code of Match™ (both source code and object code), specifications, notebook entries, technical notes and graphs, computer printouts, technical memoranda, correspondence, e-mail, and relevant development, service or other related agreements.
- b. Information and materials relating to the Company's accounting, purchasing and marketing functions, including, but not limited to, marketing plans, estimated or actual sales data, unpublished promotional material, cost and pricing information, and estimated or actual client and customer lists.
- c. Information of the type described above which the Company obtained from another party and which the Company treats as confidential, whether or not owned or developed by the Company.

3. Purpose of disclosure

- 3.1. Recipient agrees that he will make use of the Company's trade secrets only for the purpose of furthering the development of the Company or evaluating the Company's business opportunities and potential.
- 3.2. Subject to the foregoing, Recipient may disclose the confidential information to any of its employees, agents, or contractors who are bound to protect the confidentiality of such confidential information and comply with the limitations of this Agreement. Upon the request of the Company at any time, Recipient agrees to account for all media or documents in its possession that contain confidential information.
- 3.3. In the event of termination in accordance with paragraph 6 herein, Recipient shall keep confidential in perpetuity the Source Code of Match™ and the operation of any and all development and maintenance information and software of the Company to which it has access under this Agreement.

4. Nondisclosure

In consideration of the Company's disclosure of its above-described trade secrets, Recipient agrees that he will treat them with the same degree of care and safeguards that the Company would take with its own trade secrets, but in no event less than a reasonable degree of care. Recipient agrees that, without the Company's prior written consent, he will not: disclose the Company's trade secrets to any third party, make or permit to be made copies or other reproductions of the Company's trade secrets, or make any commercial use of trade secrets. Should the Recipient be authorised, upon the consent of the Company, to disclose the Company's trade secrets to any third party, Recipient will require that that third party agree in writing to be bound by the terms of this Agreement.

5. Return of Materials

Upon the Company's request, Recipient will promptly (within 10 business days) return to the Company all original materials provided by the Company and any copies, notes or other documents in Recipient's possession pertaining to the Company and its trade secrets.

6. Exclusions

This Agreement does not apply to any information which: is or was in Recipient's possession or was known to Recipient, without an obligation to keep confidential, before the Company's trade secrets were disclosed to Recipient; is or becomes public through a lawful source other than by Recipient and through no fault of Recipient's part; is independently developed by or for Recipient, or is disclosed by Recipient with the Company's prior written approval.

7. Term of Agreement

- 7.1. This Agreement and Recipient's duty to hold the Company's above-described trade secrets in confidence shall remain in force for three years from the date of second signature hereof, or will remain in effect until they are no longer trade secrets or until the Company sends written notice releasing Recipient from this Agreement, whichever occurs first.
- 7.2. In addition to the other liabilities as provided for in this Agreement, Recipient shall be liable to the Company, at its option, a penalty of EURO 7.500 for each act of breach or EURO 7.500 for each day such breach continues with a maximum of EURO 150.000,-.

8. Applicable law

This Agreement is made under, and shall be construed in accordance with the laws of the Netherlands.

Recipient acknowledges and understands this Agreement, and agrees that he will comply with all of its terms, obligations and conditions.

On behalf of Recipient:

By:
(Signature)

(Typed or printed name)

Date

On behalf of Knowledge Values:

By: mr. C. van Dijk MBA
(Signature)

(Typed or printed name)

Date