

CONFIDENTIALITY AGREEMENT
(hereinafter: the 'Agreement')

Parties:

A. A company with limited liability incorporated under the laws of the Netherlands digitalAudience, having its registered offices at the Valschermkade 18 in (1059 CD) Amsterdam, represented by its CEO Ruben Niet (hereinafter also: 'digitalAudience')

and

B. a company with limited liability incorporated under the laws of, having its registered offices at, represented by its director (hereinafter also: 'Company');

(parties hereinafter individually also 'Party' and jointly also 'Parties')

Taking the following into consideration:

- a. Whereas, the Parties wish to engage in discussions with each other regarding a proposed transaction or business relationship involving DigitalAudience and the Company (the "Transaction");
- b. Whereas, in connection with the Transaction, the Parties shall disclose Confidential Information, as such term is defined herein; and
- c. Whereas, Parties are willing to provide access to Confidential Information provided both Parties, their officers, agents, and employees (collectively, "Representatives") agree to restrict disclosure and use of same according to this agreement.

Have agreed as follows:

- 1. "Confidential Information" means all information relating to each Parties' products, trade secrets, pending or abandoned patent applications, invention disclosures, drawings, documents, engineering specifications, models, customers, suppliers, distributors, licensees, marketing studies, profits, costs, pricing, manufacturing processes, and all other technical product, business and/or financial information which either party holds confidential and has not publicly disclosed. The term "Confidential Information" excludes any information that (a) is already in the public domain and/or otherwise known to the party or its Representatives prior to the Effective Date, (b) becomes generally available to the public other than as a result of disclosure by the party or its Representatives; or (c) becomes lawfully available to the party or its Representatives on a non-confidential basis from a source (other than the other party) that is not bound by a confidential relationship concerning the Confidential Information.
- 2. The Parties agree to keep the Confidential Information confidential and agree that it shall direct their Representatives (a) to hold in confidence and not deliver, show, summarize, or otherwise make available the Confidential Information to any person (except for each party's Representatives to the extent that they have a need to know the Confidential Information in connection with the

Transaction or as required by law or court order), without the prior written consent of the other party; (b) not to use the Confidential Information, except solely for purposes of completing its' review of the other party in connection with the proposed Transaction; (c) to exercise due care to avoid unauthorized publication or disclosure of the Confidential Information by either party, its Representatives, and/or others; and (d) upon the request of either party, to return all written Confidential Information, if any, provided to the other party and/or its Representatives and not to retain any copies or other reproductions, summaries, or abstracts thereof.

3. The Parties acknowledge that a breach of this Agreement would immediately result in irreparable harm to the other party for which there would be no adequate remedy at law. In the event any breach or threatened breach or violation of this Agreement, each respective party shall have the right, in addition to any other rights or remedies available at law or in equity, to obtain injunctive relief enjoining same.
4. If a party or any of its Representatives is required in any civil or criminal legal proceeding or any regulatory proceeding or pursuant to any form of legal process to disclose any part of the Confidential Information, the party shall, if possible, give the other party prompt notice thereof so that party may seek an appropriate protective order or waive in writing compliance with the provisions of the Agreement.
5. Neither party nor its Representatives shall without the prior written consent of the other party, disclose to any person either the fact that discussions or negotiations are taking place, or have taken place, concerning a possible business relationship between the parties, or disclose any of the terms, conditions, or other facts with respect to any such possible business relationship, including the status thereof, until such time as the party has advised the other in writing that such Confidential Information need no longer maintain such Confidential Information in confidence.
6. This Agreement shall commence as of the date both Parties have signed the Agreement (the "Effective Date") and is entered into for an indefinite period of time.
7. This Agreement constitutes the entire agreement and supersedes any prior agreements or understandings between the Parties hereto regarding the Confidential Information, and no amendment, alteration or waiver of this Agreement shall be valid or binding unless made in writing and signed by all parties hereto. This Agreement shall be governed by the law of the Netherlands without regard to the conflicts of law provisions thereof and the competent courts of Amsterdam have exclusive jurisdiction.

DigitalAudience

[name company]

By: Ruben Niet

By: _____

Title: CEO

Title: _____

Date: _____

Date: _____

Signature_____

Signature_____