

NON-DISCLOSURE AGREEMENT

WITNESSETH: Participation of stakeholders in TERRIFFIC External Cooperation

This Agreement is entered into by and between:

ARKTIS Radiation Detectors, a Swiss company registered in Switzerland, having its registered office at RAFFELSTRASSE 11, 8045 Zurich, Switzerland, as Coordinator acting on behalf of the parties to the **TERRIFFIC Consortium** (hereinafter called "**ARKTIS**"),

ON ONE PART,

And XXXXXXXX, address (hereinafter called "**The PGB**"),

ON THE OTHER PART,

WITNESSETH

WHEREAS, ARKTIS, acting on behalf of the TERRIFFIC Consortium, and the PGB that has been appointed member of the TERRIFFIC Practitioners Governance Body of TERRIFFIC to cooperate with the project in order to ensure that the consortium appropriately addresses the influence of outside trends, providing guidance to the project, inputs and feedback to the TERRIFFIC technology roadmap and links and interactions with other interested groups, initiatives or activities in accordance with the provisions of Annex 1 of the grant agreement related to the TERRIFFIC project No. 607798 dated 14 December 2012 (the "Grant Agreement"), and

WHEREAS, during the course of this cooperation, and given the fact that the PGB is not a party to the consortium agreement dated 1 May 2015 (the "**TERRIFFIC Consortium**"), it may become desirable or necessary for the Parties hereto to disclose to each other certain technical or business information of a proprietary or confidential nature, (defined in clause 1.1 hereunder as "**Confidential Information**"), and

WHEREAS, the Parties hereto are willing to provide for the conditions of such disclosure of Confidential Information (as defined in clause 1.1 hereunder) and the rules governing the use and the protection thereof and the cooperation in the TERRIFFIC Project.

For the avoidance of doubt, the PGB is not partner in TERRIFFIC and consequently not party to the Grant Agreement or the Consortium Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Confidential Information

1.1. For the purposes of this Agreement, "**Confidential Information**" means any data or proprietary information of the TERRIFFIC Consortium that is not generally known to the public or has not yet been disclosed, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- (i) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (ii) any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases;





- (iii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the TERRIFFIC Consortium's past, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies;
- (iv) trade secrets; plans for products or services, and customer or supplier lists;
- (v) any other information that should reasonably be recognized as Confidential Information by the TERRIFFIC Consortium.

- 1.2. The Parties agree hereby that Confidential Information needs not to be novel, unique, patentable, copyrightable or constitutes a trade secret in order to be designated Confidential Information and therefore protected.
- 1.3. Confidential Information shall be identified either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the PGB of the confidential nature of the information. Such notification shall be done orally, by e-mail or written correspondence, or via other appropriate means of communication.
- 1.4. The PGB hereby acknowledges that the Confidential Information proprietary of the TERRIFFIC Consortium has been developed and obtained through great efforts and shall be regarded and kept as confidential.
- 1.5. Notwithstanding the aforementioned, Confidential Information shall exclude information that:
 - (i) is already in the public domain at the time of disclosure by the Parties or thereafter enters the public domain without any breach of the terms of this Agreement;
 - (ii) was already known by the PGB before the moment of disclosure (under evidence of reasonable proof or written record of such disclosure);
 - (iii) is subsequently communicated to the PGB without any obligation of confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the TERRIFFIC Consortium;
 - (iv) becomes publicly available by other means than a breach of the confidentiality obligations by the PGB (not through fault or failure to act by the PGB);
 - (v) is or has been developed independently by employees, consultants or agents of the PGB (proved by reasonable means) without violation of the terms of this Agreement or reference or access to any Confidential Information pertaining to the TERRIFFIC Consortium.

2. Purpose of the Disclosure of Confidential Information

The Parties will enter on discussions regarding the monitoring of the project from an ethics perspective based on deliverables not yet published publicly.

3. Undertakings of the PGB

- 3.1. In the context of discussions, ARKTIS or a member of the TERRIFFIC Consortium may disclose Confidential Information to the PGB. The PGB agrees to use the Confidential Information solely in connection with purposes contemplated in this Agreement and not to use it for any other purpose or without the prior written consent of ARKTIS.
- 3.2. The PGB will not disclose and will keep confidential the Confidential Information received.





- 3.3. The PGB will use the Confidential Information exclusively for the permitted purpose stated in clause 2 and not use the information for its own purposes or benefit.
- 3.4. The PGB will not disclose any Confidential Information received to any third parties, except as otherwise provided for herein.
- 3.5. The PGB shall treat all Confidential Information with the same degree of care as it accords to its own confidential information.
- 3.6. Confidential Information disclosed under this Agreement shall be and remain under the property of the concerned member of the TERRIFFIC Consortium and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the PGB. Principally, nothing in this Agreement shall be deemed to grant to the PGB a licence expressly or by implication under any patent, copyright or other intellectual property right. The PGB hereby acknowledges and confirms that all the existing and future intellectual property rights related to the Confidential Information are exclusive titles of the concerned member(s) of the TERRIFFIC Consortium. For the sake of clarity based in good faith, the PGB will not apply for or obtain any intellectual property protection in respect of the Confidential Information received. Likewise any modifications and improvements thereof by the PGB shall be the sole property of the concerned member(s) of the TERRIFFIC Consortium.
- 3.7. The PGB shall promptly return or destroy all copies (in whatever form reproduced or stored), including all notes and derivatives of the Confidential Information disclosed under this Agreement, upon the earlier of (i) the completion or termination of the dealings contemplated in this Agreement; (ii) or the termination of this Agreement; (iii) or at the time ARKTIS may request it to the PGB.
- 3.8. Notwithstanding the foregoing, the PGB may retain such of its documents as required to comply with mandatory law, provided that such Confidentiality Information or copies thereof shall be subject to an indefinite confidentiality obligation.
- 3.9. In the event that the PGB is asked to communicate the Confidential Information to any judicial, administrative, regulatory authority or similar or obliged to reveal such information by mandatory law, it shall notify promptly ARKTIS of the terms of such disclosure and will collaborate to the extent practicable with ARKTIS in order to comply with the order and preserve the confidentiality of the Confidential Information.
- 3.10. The PGB agrees that the members of the TERRIFFIC Consortium will suffer irreparable damage if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that ARKTIS shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such a breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.
- 3.11. The PGB shall immediately notify upon becoming aware of any breach of confidence by anybody to whom it has disclosed the Confidential Information and give all necessary assistance in connection with any steps which ARKTIS may wish to take prevent, stop or obtain compensation for such a breach or threatened breach.





- 3.12. The Confidential Information subject to this Agreement is made available "as is" and no warranties of any kind are granted or implied with respect to the quality of such information including but not limited to, its applicability for any purpose, non-infringement of third party rights, accuracy, completeness or correctness. Further, ARKTIS, nor any other member of the TERRIFFIC Consortium, shall not have any liability to the PGB resulting from any use of the Confidential Information.
- 3.13. ARKTIS, nor any other member of the TERRIFFIC Consortium is not under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose.
- 3.14. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

4. Miscellaneous

4.1. Duration and Termination

This Agreement shall remain in effect for the same duration as the TERRIFFIC Consortium. Notwithstanding the foregoing, the PGB's duty to hold in confidence Confidential Information that was disclosed during the term shall remain in effect indefinitely, save otherwise agreed.

4.2. Applicable Law and Jurisdiction

This Agreement shall be construed and interpreted by the Belgian Laws and the court of Belgium shall have jurisdiction.

4.3. Validity

If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

4.4. Subsequent Agreements

Ancillary agreements, amendments or additions hereto shall be made in writing.

4.5. Communications

Any notices or communications required may be delivered by hand or e-mail, mailed by registered mail to the address of the Parties as indicated above. Any subsequent modification of addresses should be reasonably communicated in advance to the effect of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Non-Disclosure Agreement to be duly signed by the undersigned authorized representatives in separate signature pages.

Made in two original copies

ARKTIS:

By:

Title:

Date:

Signature:

THE PGB

By:

Title:

Date:

Signature:

