INSYGHT

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement ("Agreement") is entered into by and between:

Party 1: Insyght B.V., a company registered in the Netherlands, with its registered office at Molengraaffsingel 10, 2629 JD Delft, represented by Michael Devid, Director (hereinafter referred to as "Insyght");

and

Party 2: _____ ("Company Name"),

with its registered office at _____

represented by _____ , _____ ("Name, Title")
(hereinafter referred to as the "Receiving Party");

Insyght and the Receiving Party are hereinafter individually referred to as a "Party" and collectively as the "Parties".

Article 1 — Definition of Confidential Information

"Confidential Information" means any and all non-public, proprietary or confidential information disclosed by either Party to the other Party, whether orally, in writing, electronically, or by any other means, including but not limited to: technical data, trade secrets, business plans, product designs, specifications, source code, algorithms, customer lists, financial information, marketing strategies, and any other information that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

Article 2 — Obligations of the Receiving Party

The Receiving Party shall: (a) hold the Confidential Information in strict confidence; (b) not disclose any Confidential Information to third parties without the prior written consent of the Disclosing Party; (c) use the Confidential Information solely for the purpose of evaluating or pursuing a business relationship between the Parties (the "Purpose"); (d) limit access to Confidential Information to its employees, agents, or advisors who have a need to know and who are bound by confidentiality obligations no less restrictive than those set forth herein; and (e) protect the Confidential Information using the same degree of care it uses to protect its own confidential information, but in no event less than a reasonable degree of care.

Article 3 — Duration

This Agreement shall remain in effect for a period of two (2) years from the date of signing. The obligations of confidentiality shall survive the termination or expiration of this Agreement for a period of two (2) additional years.

Article 4 — Return of Information

Upon termination of this Agreement or upon written request by the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information and any copies thereof, and shall provide written confirmation of such return or destruction upon request.

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Article 5 — Exclusions

The obligations of confidentiality shall not apply to information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was known to the Receiving Party prior to disclosure by the Disclosing Party, as documented by written records; (c) is independently developed by the Receiving Party without use of or reference to the Confidential Information; (d) is rightfully obtained by the Receiving Party from a third party without restriction on disclosure; or (e) is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives prompt written notice to the Disclosing Party to allow it to seek a protective order.

Article 6 — Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands. Any disputes arising out of or in connection with this Agreement shall be submitted to the competent court in Utrecht, the Netherlands.

Article 7 — Miscellaneous

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings. No amendment or modification of this Agreement shall be valid unless made in writing and signed by both Parties. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or the right to enforce it at a later time.

Signatures

Insyght B.V.

Name: Michael Devid

Title: Director

Date:

Signature

Receiving Party

Name:

Title:

Company:

Date:

Signature