



OPPORTUNITY TO ACQUIRE THE COMPANY:

Project sales mandate: " IT performance monitoring and computer security”

<i>LOCATION</i>	Belgium
<i>PRODUCTS</i>	Network monitoring and cybersecurity solutions
<i>CUSTOMERS</i>	Major Companies and Government institutions in the BeNeLux
<i>STAFF</i>	Majority are outsourced with variable costs
<i>KEY FIGURES</i>	Turnover > 2 million
<i>TRANSACTION</i>	Sale of 100% of the shares in the company with support from the transferor
<i>FORCES</i>	Technological expertise, strong regional positioning, innovation

NON-DISCLOSURE AGREEMENT
as part of the communication of information and pre-contractual negotiations

Between the undersigned

The limited liability company "Transferius" BE0424.608.689, with its registered office at rue Pierre Marchand, 12 in Wezembeek-Oppem, working under the name "Transferius Mergers & Acquisitions", here validly represented by its manager, Mr Vincent Geûens.

hereinafter referred to as the seller's representative, and

..... represented by

hereinafter referred to as the proposed purchaser,



It is agreed as follows:

1. The information provided by the seller's representative to the prospective buyer is strictly confidential and will remain the property of both the seller and the seller. TransferiuS cannot be held responsible for the accuracy of the information.
2. The said information will only be made available to the proposed purchaser once this confidentiality document has been signed.
3. The parties confirm that they are acting in accordance with the said confidentiality agreement.
4. Confidentiality applies to all information, whatever its nature, communicated during contract negotiations, verbally, in writing or electronically.
5. The proposed acquirer undertakes to keep strictly confidential all information obtained from the seller's representative. In this respect, the proposed acquirer may not disclose, in any way whatsoever, to a third party any information received by the assignor's representative.

He will therefore refrain from disclosing the content of the information communicated, except to his advisers and bankers, insofar as they are bound by professional secrecy or an obligation of discretion.

The prospective purchaser undertakes to restrict access to information to its employees and collaborators, even if they are directly and actively involved in the purchasing process.

The information provided will not be reproduced under any circumstances.

In the event that it does not wish to continue negotiations, the purchasing candidate must return (or destroy) all the information received as well as the copies of the information in its possession.

The confidentiality obligations must continue for a period of 3 years.

In the event that the proposed acquirer fails to comply with the aforementioned confidentiality obligations, the seller's representative or the seller itself may immediately terminate the negotiations and shall be entitled to claim damages on behalf of and for the benefit of the seller.

This agreement is legally binding on the parties and will also be effective for the benefit of their heirs, successors or any other person involved in the purchase process.

The invalidity of any clause of this agreement shall not affect the validity of the other clauses. The parties undertake, in such a case, to negotiate in good faith the conclusion of a new clause which will pursue the same objective as the invalid clause and will have equivalent effects.

No addition or modification to this agreement shall be valid unless made in writing.

This agreement is governed by Belgian law and any dispute relating to its validity, interpretation or performance which cannot be settled amicably between the parties shall be submitted exclusively to the Courts and Tribunals of Brussels.

The prospective buyer,

Signed at

Signature :