

## Nondisclosure Agreement

This Agreement is entered into as of this 11th day of October 2017 between AiMark foundation, legally represented by its COO with offices at Middellaan 25, 5102 PB, Dongen, The Netherlands, and the (co-)author Els Gijsbrechts of the project Consumer learning about the quality of global and local brands in the CPG industry in China, currently working from Department of Marketing – University of Tilburg, Warandelaan 2, 5037 AB Tilburg – The Netherlands, each called a "Party" and collectively called the "Parties".

AiMark operates on behalf of its data partners GfK, Kantar and IRI and others who own, possess or have developed certain datasets and technical or business information related to their commercial services; and AiMark may disclose Confidential Information in connection with, and for the purpose of, discussions between the parties.

NOW, THEREFORE, the Parties hereby agree as follows:

**1. Definition.** "Confidential Information" shall mean any information and data of a proprietary or confidential nature, whether in oral, written, graphic, machine-readable form, or in any other form, including but not limited to proprietary, technical, development, marketing, sales, price, financial, capitalization, operating, performance, cost, know-how, business and process information, computer programming techniques, software and all record bearing media containing or disclosing such information and techniques, which is disclosed by AiMark ("Discloser") to the other Party hereto ("Recipient") pursuant to this Agreement.

**2. Exceptions.** The confidentiality obligations of this Agreement shall not apply to any information which Recipient can establish: (a) is already in the public domain through no breach of this Agreement; (b) was, as between the parties, lawfully in Recipient's possession prior to receipt from the Discloser, (c) is received by Recipient independently from a third party free to lawfully disclose such information to Recipient, or (d) is independently developed by Recipient without use of the Confidential Information. Confidential Information shall not be deemed to be in the public domain merely because any part of the Confidential Information is embodied in general disclosure or because individual features, components or combinations thereof are now or become known to the public. A disclosure by Recipient of Confidential Information in response to a valid order by a court or other governmental body, or as otherwise required by law or necessary to establish the rights of either Party under this Agreement, shall not be considered to be a breach of this Agreement, provided, however, that such Recipient shall provide prompt prior written notice thereof to Discloser to enable it to seek a protective order or otherwise prevent or contest such disclosure.

**3. Restrictions.** All Confidential Information delivered pursuant to this Agreement shall (a) not be copied, distributed or disseminated in any way or form by Recipient without the prior written consent of the Discloser; (b) when in the form of software, not be reverse-engineered, decompiled, disassembled or otherwise modified; (c) be maintained in confidence; (d) not be used by Recipient for any purpose, except as otherwise expressly stated herein, without the prior written consent of the Discloser; and (e) remain the property of and be returned to the Discloser (along with all copies thereof) within thirty (30) days of receipt by Recipient of a written request from the Discloser that sets forth the Confidential Information to be returned.

**4. Duration.** Unless mutually agreed otherwise in writing by the Parties, Recipient's obligations hereunder with respect to each item of Confidential Information shall never expire.

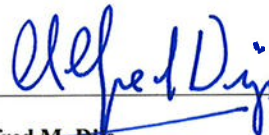
**5. Term.** This Agreement shall be effective as of the date stated above and may be terminated without cause, with respect to further disclosures, upon thirty (30) days' prior written notice.

**6. Mutual Disclaimers; No Proprietary Rights.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS", AND EACH PARTY MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO ITS CONFIDENTIAL INFORMATION except that the Discloser warrants that it has the right to make such disclosure. The parties also understand that the AiMark Usage License Agreement and Terms and conditions of the AiMark support agreement, both published on the AiMark website, are applicable to this agreement.

**7. Injunctive Relief.** Since a breach by either Party of any of the promises or agreements contained herein may result in irreparable and continuing damage to the other Party for which there may be no adequate remedy at law, such other Party shall be, upon appropriate proof, entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

**8. General.** This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements and understandings relating to the subject matter hereof. The laws The Netherlands shall govern this Agreement, and the Amsterdam court located in the Netherlands shall have sole and exclusive jurisdiction in any matter arising out of or relating to this Agreement. This Agreement may not be modified except as mutually agreed to in writing by the Parties.

AiMark foundation  
Date: October 11 2017



By Alfred M. Dijk  
Title: Chief Operating Officer

Recipient author  
Date: October 11 2017



By Els Gijsbrechts  
Title: Full Professor