

NETSWEEPER NETHERLANDS COÖPERATIEF U.A.

Corporate HQ | The Hague Security Delta, 8th Floor, Wilhelmina van Pruisenweg 104, 2596 AN, The Hague, Netherlands
www.netsweeper.com

Netsweeper Non-Disclosure Agreement

STATE SOLICITOR
OFFICE OF THE STATE SOLICITOR
DEPARTMENT OF JUSTICE & ATTORNEY GENERAL
P.O. Box 591, WAIGANI
NATIONAL CAPITAL DISTRICT



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NETSWEEPER NON-DISCLOSURE AGREEMENT

Between:

Netsweeper Netherlands Coöperatief U.A., HSD Campus, Office 8.22, Netsweeper B.V., Wilhelmina van Pruïsenweg 104, 2595 AN Den Haag, The Netherlands ("NETSWEEPER");

And:

THE INDEPENDENT STATE OF PAPUA NEW GUINEA (as represented by the Department of Information and Communications Technology), Level 2, Section 427, Allotment 03, Hohola (Islander Drive), Port Moresby City, PO Box 784 VISION CITY – WAIGANI 131, National Capital District, Papua New Guinea ("DICT").

Netsweeper and DICT are referred to separately as a 'Party' and collectively as 'Parties'.

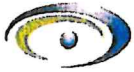
WHEREAS:

Agree as follows:

1. **Confidential Information:** In consideration of, and reliance upon, the covenants of DICT and NETSWEEPER herein contained, the parties have or will disclose to each other certain information (hereinafter referred to as "**Confidential Information**"), including, without limitation, information concerning future or proposed products, financial performance and projections, customers, employees, contracts, strategic relationships, marketing plans, and business plans and other information. All documents, disclosures, and written or oral statements disclosed by a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") shall be deemed "**Confidential Information**" unless clearly marked otherwise or if the information in such documents, disclosures or statements is non-confidential pursuant to Section 3 below.

Except as provided herein, "**Confidential Information**" shall include, without limitation, proprietary, technical, marketing, operating, performance, cost, business pricing policies, programs, inventions, discoveries, trade secrets, techniques, processes, source code, linked object modules, computer programming techniques, and all record bearing media containing or disclosing such information and techniques disclosed pursuant to this Agreement. Information regarding current products shall be treated as non-"**Confidential Information**" unless marked "**Confidential**".

2. **Purpose:** The Confidential Information shall be used by the Receiving Party solely for evaluating and undertaking current and future business transactions between NETSWEEPER and DICT.



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3. Non-Confidential Information: The obligations of this Agreement hereof shall not apply to any Information if:

- (a) it was in the public domain at the time of communication to the Receiving Party or is later placed in the public domain by the Disclosing Party;
- (b) it entered the public domain through no fault of the Receiving Party subsequent to the time of disclosure hereunder to the Receiving Party;
- (c) it was in the Receiving Party's possession free of any obligation of confidence prior to disclosure hereunder;
- (d) it was developed by employees or agents of the Receiving Party independently of and without reference to any Confidential Information;
- (e) is required, by applicable law, to be disclosed by a Party, provided that the Party which believes that it is required by applicable law to disclose the Confidential Information will advise the other Party in writing prior to making such disclosure, where possible. Where such disclosure is required, the disclosing Party will co-operate with the other Party in limiting the extent of the disclosure and in obtaining the appropriate protective orders or pursuing such legal action, remedy or assurance as deemed necessary to preserve the confidentiality of the Confidential Information and only disclose that portion of the Confidential Information that it is legally compelled to disclose; or
- (f) is disclosed by a Party in accordance with the prior written approval of the other Party.

4. Restrictions

- (a) **Disclosure to Third Parties:** The Receiving Party shall not disclose, publish or communicate the Confidential Information to any third party without the prior written consent of the Disclosing Party. However, the Receiving Party may disclose the Confidential Information to a third party who has a need to know the Confidential Information to accomplish the purpose stated in Section 2, and (i) is an accountant, lawyer/attorney, underwriter or advisor under a duty of confidentiality; or (ii) is under a written obligation of confidentiality at least as restrictive as this Agreement.
- (b) **Disclosure within Receiving Party's Organization:** The Receiving Party shall not use the Confidential Information nor circulate it within its own organization except to the extent necessary or desirable for negotiations, discussions, and consultations with personnel or authorized representatives of the parties, relating to the purposes of Paragraph 2 above.
- (c) **Internal Monitoring of Confidential Information:** The Receiving Party shall use its best efforts to prevent inadvertent disclosure of the Confidential Information to unauthorized personnel or to any other third party, including establishing and monitoring internal procedures regarding the Confidential Information which are at least as protective as the protection the Receiving Party affords its own Confidential Information. The Receiving Party shall



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immediately notify the Disclosing Party if the Confidential Information is used, distributed, or communicated in a manner not authorized under this Agreement.

- (d) **Return or Destruction of Confidential Information:** Upon demand or, if not otherwise demanded, upon the termination of such project or purposes, the Confidential Information and all copies thereof and notes made there from shall be immediately destroyed by the Receiving Party or returned to the Disclosing Party. If destroyed, the Receiving Party through an officer or director of same shall certify in writing to the Disclosing Party that all such information, including all copies, has been destroyed.
5. **No License:** No license to the Receiving Party under any trademark, patent, copyright, or application for same which are now or thereafter may be obtained by the Disclosing Party, is either granted or implied by the conveying of Confidential Information to the Receiving Party.
6. **No Warranty:** None of the Confidential Information which is disclosed by the Disclosing Party shall constitute any representation, warranty, assurance, guarantee, or inducement by the Disclosing Party to the Receiving Party with respect to the accuracy or performance of the Confidential Information or to the infringement of trademarks, patents, copyrights or any rights of privacy or any rights of any third party.
7. **Limitation of Liability:** NETSWEEPER AND DICT SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, IN CONNECTION WITH OR ARISING FROM THE PERFORMANCE OR USE OF THE PRODUCT(S) OR SERVICES PROVIDED HEREIN.
8. **Current or Future Development:** The Disclosing Party understands that Recipient Party may currently or in the future be developing information internally or receiving information from other parties that may be similar to Disclosing Party's information. Accordingly, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that without violation of this Agreement, compete with the products, systems, or services contemplated by Disclosing Party's Confidential Information.
9. **Termination:** This Agreement shall govern all communications of the Confidential Information of the Disclosing Party during the period from the date of this Agreement to the date on which the Disclosing Party terminates this Agreement by giving written notice to the Receiving Party that subsequent communications shall not be so governed.
10. **Survival:** The obligations under Paragraphs 4, 5, 6, 7, 10, and 11 above shall continue for a period of three (3) years after termination of this Agreement for Confidential Information other than source code and twenty (20) years after termination with respect to any source code of NETSWEEPER or DICT that is Confidential Information. The obligations of non-disclosure and non-use hereunder shall continue for the above periods notwithstanding any termination of the project or purposes set forth above.



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11. Miscellaneous

- (a) **Breach & Remedy:** Each Party acknowledges that a breach or threatened breach by a Party of any provision of this Agreement will result in the other Party suffering irreparable harm which cannot be calculated or fully or adequately compensated by recovery of damages alone. Accordingly, each Party is entitled to equitable relief, including interim and permanent injunctive relief, specific performance, and other equitable remedies, in the event of any breach of the provisions of this Agreement by the other Party, without the necessity of posting bond or other security, in addition to any other remedies available to the Party.
- (b) **Prevailing Party.** In the event of any litigation or other proceedings before an adjudicative authority regarding the construction hereof or any breach hereof, the non-prevailing party shall pay the reasonable legal/attorney's fees and expenses of the prevailing party incurred therein.
- (c) **Exclusive Jurisdiction.** The parties hereby consent to exclusive venue and jurisdiction for actions hereunder in the Netherlands based on Dutch Law and based on Treaties concluded by the Netherlands.
- (d) **Governing Law.** This Agreement shall be construed in accordance with the Laws of the Netherlands based on Dutch Law and based on Treaties concluded by the Netherlands, without regard to principles of conflicts of laws. PNG Law will apply in appropriate circumstances to govern the disclosure of privileged and/or sensitive information by DICT.
- (e) **Counterparts.** This Agreement may be executed in counterparts, all of which taken together will constitute a single instrument.
- (f) **Relationship of the Parties.** Nothing in this Agreement will be construed as creating an agency, joint venture or partnership, or any similar arrangement between the Parties.
- (g) **Severability.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction will not affect the validity or enforceability of any other provision hereof.
- (h) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. There are no warranties, representations, or other agreements between the Parties in connection with such subject matter except as specifically set forth or referred to in this Agreement. No amendment or waiver of this Agreement will be binding unless executed in writing by the Parties. This Agreement is effective on the date last executed herein.
- (i) **Notices.** In case of any reference to written notice, any such notice given under this Agreement must be in a format that can be reproduced in writing (e-mail, document print-out, etc.), unless the Agreement expressly requires the notice to be signed by hand, electronic signature, or equivalent.



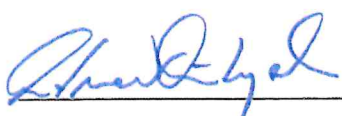
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IN WITNESS WHEREOF, the parties have executed the foregoing.

Netsweeper Netherlands Coöperatief U.A.

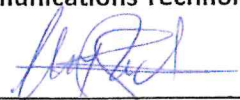
By: 

Name: Andrew Dindayal, CPA, CMA

Title: Chief Financial and Strategy Officer

Date: 09 January 2023

THE INDEPENDENT STATE OF PAPUA NEW GUINEA
(as represented by the Department of Information
and Communications Technology)

By: 

Name: FLIERL SHONGOL

Title: ACTING SECRETARY

Date: 11 January 2023

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