

CONFIDENTIALITY, NON-DISCLOSURE AND NON-USE AGREEMENT

(UNILATERAL)

This agreement is between:

1. **Bloomsix B.V., registered at the Chamber of Commerce Amsterdam, the Netherlands under number xxxxxxxx** (referred to as the “*Company*”) and
2. **Chih-Mao Hsieh, an individual residing at Gordijnensteeg xx, 1012BT Amsterdam, the Netherlands** (referred to as “*Undersigned*”).

Whereas The *Company* and the *Undersigned* wish to explore a business possibility and the *Company* and the *Undersigned* each wish to protect any *Confidential Information* which may be disclosed by each to the other. The *Confidential Information* concerns that concept, implementation, marketing and design of the *Company*'s interactive multimedia entertainment project known as XXX and any other related or unrelated ventures.

1. DEFINITIONS

1.1 “*Confidential Information*” as used herein, whether or not reduced to writing and in any and all stages of development, shall include but shall not be limited to, the following types of information and other information of a similar nature (whether tangible or intangible and whether or not reduced to writing): discoveries, ideas, concepts, software programs in various stages of development, prototypes, designs, drawings, patterns, plans, procedures, specifications, techniques, models, data, source code, object code, documentation, diagrams, forecasts, flow charts, research, development, processes, procedures, “know-how” and inventions, applied theories and ideas, management information systems, operations methodologies, policies and procedures, accounting practices, marketing techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies, agreements, identity of and information relating to suppliers, developers, manufacturers, licensors and distributors, and sales, financial and personnel information. *Confidential Information* also includes any written or recorded summary or analysis of *Confidential Information* prepared by *Undersigned* and any information described above that *Company* obtains from another party and which *Company* treats as proprietary or designates as *Confidential Information*.

1.2 “*Confidential Material*” as used herein shall be any and all tangible materials and objects which embody *Confidential Information* or from which *Confidential Information* can be read, reproduced or utilized. *Confidential Information* does not include information, technical data or know-how which (i) is in the possession of the *Undersigned* at the time of disclosure and is free from any disclosure obligations as shown by the *Undersigned's* files and records immediately prior to the time of disclosure, (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the *Undersigned*, (iii) is approved by the disclosing party, in writing for release, (iv) is developed independently by the *Undersigned*, or (v) is received from a third party not having an obligation of confidentiality.

2. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

2.1 *Undersigned* agrees not to use such *Confidential Information*, or any discussions concerning such *Confidential Information*, disclosed to it by *Company* for its own use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between the *Undersigned* and the *Company*. *Undersigned* will not disclose any *Confidential Information* of the *Company*, or any discussions concerning such *Confidential Information* or the fact of such discussions, to third parties or to employees of the *Undersigned* except those employees who are required to have information in order to carry out the discussion of the contemplated business. All employees of the *Undersigned* to whom *Confidential Information* of the *Company* have or will have prior to disclosure, signed a Confidentiality, Non-Disclosure and Non-Use Agreement in content substantially identical to this Agreement, and the *Undersigned* will promptly notify the *Company* in writing of the names of each such employee upon the written request of the *Company* at any time. *Undersigned* agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of *Confidential Information* of the *Company* in order to prevent it from falling into public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that each of the parties uses to protect its own *Confidential Information* of a similar nature. The *Undersigned* agrees to notify the *Company* in writing of any misuse or misappropriation of *Confidential Information* of the *Company* which may come to the *Undersigned's* attention.

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3. RETURN OF MATERIALS

3.1 Within ten (10) days of a written request from the *Company* any materials or documents which have been furnished to the *Undersigned* will be promptly returned, accompanied by all copies of such documentation, after the business possibility has been rejected or concluded, or destroyed if so instructed.

4. NO IMPLIED GRANT OF RIGHTS

4.1 Nothing in this Agreement is intended to grant any rights to *Undersigned* under patent or copyright, nor shall this Agreement grant the *Undersigned* any rights in or to the *Company's Confidential Information*, except the limited rights to review such *Confidential Information* solely for the purpose of determining whether to enter into a further business relationship with the *Company*

5. TERM

5.1 The foregoing commitments of the parties shall survive any termination of discussions between the parties and shall continue for a period of five (5) years following the date of this Agreement.

6. MISCELLANEOUS

6.1 This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that *Confidential Information* of either party may not be assigned without the prior written consent of such party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. *Undersigned* understands and agrees that *Confidential Information* is secret and proprietary and of great value to the other. *Undersigned* further understands and agrees that the relationship with *Company* is of a confidential nature and imposes an affirmative obligation upon the *Undersigned* to protect, foster and respect the confidentiality of *Confidential Information*.

7. GOVERNING LAW

7.1 This Agreement shall be governed by and construed in accordance with the internal laws of the Netherlands, and shall be binding upon the parties hereto in the Netherlands, United States and worldwide. The federal and state courts within Country of where the *Company* is located shall have exclusive jurisdiction to adjudicate any dispute arising out of the Agreement.

8. REMEDIES

8.1 *Undersigned* agrees that the obligations of the *Undersigned* provided herein are necessary and reasonable in order to protect the *Company* and its business, and expressly agree that monetary damages would be inadequate to compensate the *Company* for any breach by the *Undersigned* of its covenants and agreements set forth herein. Accordingly, the *Undersigned* agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the *Company* and that, in addition to any other remedies that may be available in law, equity or otherwise, the *Company* shall be entitled to obtain injunctive relief against the threatened breach of the Agreement or the continuation of any such breach by the *Undersigned*, without the necessity of proving actual damages.

Name: Chih-Mao Hsieh

Name: Bart Verschoor

Date: _____

Date: _____