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 Fox, a Wholly-Owned Subsidiary of NetScout Systems, Inc.  
 Poortweg 4  
 2612 PA Delft  
 The Netherlands  
 Telephone: +31 (0) 15 2600500  
 Fax: + 31 (0) 15 2600501

Price Quotation For: 2  
 Politie, Landelijke Eenheid, 2

Additional Reference:  
 Address:  
 City, State, Zip  
 Point of Contact:  
 Telephone:  
 Email:

Mr. 1  
 Email: @: politie.nl 2

Quote #: 2  
 Issue Date: 5/31/2013  
 Issued By: 1  
 Expiration Date: 6/30/2013

All prices on this quotation are in EURO currency, exclusive of VAT, tariffs, freight, insurance, duties and taxes imposed or levied by a government or governmental agency.

Item	Quantity	Part No.	Description	List Price	Your Price	Extended Price
1	1		Hardware support Equipment July 2013 -February 2014	€	€	€
2						€

For the avoidance of doubt, any technical support purchased via Fox is subject to standard technical support terms and conditions set forth at <http://www.fox.nl>. support services are non-cancellable once ordered. 2

Payment Terms: Net 30 days from invoice date  
 Make Orders To: Fox, Poortweg 4 2612 PA Delft, The Netherlands  
 Telephone: +31 (0)15 2600500 Fax: +31 (0)15 2600501

**IMPORTANT NOTE:** Please fax a copy of this quote along with your PO to +31 (0)15 2600501. Your PO must include the Quote # on the face of the PO.

**TERMS OF SALE**

This quotation is subject to the General Terms and Conditions of ICT-Office as filed at the Dutch Chamber of Commerce with filing number 30174840. It is applicable to all agreements, offers and proposals. If not attached or sent, a copy can be made available on request (without costs) or can be downloaded at <http://www.netscout.com/library/Legal%20Documents/ICT-Office-terms-conditions.pdf>. Deviating Terms of Purchase shall apply only insofar as they are confirmed in writing.

CUSTOMER: Signed: _____ Name: _____ Title: _____ Date: _____	Fox 2 Signed: _____ Name: _____ Title: _____ Date: _____
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1  
 Unithoofd 18-6-13

2

Fox , a Wholly-Owned Subsidiary of NetScout Systems, Inc.

Poortweg 4  
2612 PA Delft  
The Netherlands  
Telephone: +31 (0) 15 2600500  
Fax: + 31 (0) 15 2600501

Price Quotation For:  
Politie, Landelijke Eenheid,

Additional Reference:  
Address:  
  
City, State, Zip  
Point of Contact:  
Telephone:  
Email:

Mr. [redacted]  
[redacted]@politie.nl

Quote #: 2  
Issue Date: 6/3/2013  
Issued By: [redacted]  
Expiration Date: 6/30/2013

All prices on this quotation are in EURO currency, exclusive of VAT, tariffs, freight, insurance, duties and taxes imposed or levied by a government or governmental agency.

Item	Quantity	Part No.	Description	List Price	Your Price	Extended Price
1	1		Hardware support (Equipment March 2013 -June 2013)	€	€	€
						€

For the avoidance of doubt, any technical support purchased via Fox is subject to standard technical support terms and conditions set forth at <http://www.fox.nl>. support services are non-cancellable once ordered.

Payment Terms: Net 30 days from invoice date  
Make Orders To: Fox, Poortweg 4 2612 PA Delft, The Netherlands  
Telephone: +31 (0)15 2600500 Fax: +31 (0)15 2600501

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CUSTOMER: [redacted] Fox

Signed: [redacted] Signed: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

Unitvoofd  
2/6/13



## Ordering Document

Service Contract #:	SUN-NL1003265	Renewal Contact:	Service Contracts Renewals Team – Netherlands
Offer Expires:	3-May-13		
Payment Terms:	30 NET from date of Invoice	Fax:	2
Billing Terms:	Annually in Advance	E-mail:	2 @ .com
CUSTOMER:		2	
QUOTE TO		BILL TO	
Account Contact:	2	Account Contact:	2
Account Name:	Fox	Account Name:	Fox
Address:	Poortweg 4 Delft 2612 PA Netherlands	Address:	Poortweg 4 Delft 2612 PA Netherlands
Telephone:	+31 152847999	Telephone:	+31-152847999
Fax:	2	Fax:	2
E-mail:	@ .com	E-mail:	@ .com

2 may provide certain information and notices about technical support via e-mail. Accordingly,  
 2 please verify and update the Quote To and Bill To information above to ensure that such communications  
 2 and notices are received from . If changes are required, please e-mail or fax the updated  
 2 information to Service Contracts Renewals Team – Netherlands at @ .com or 2  
 2 Please also include service contract number SUN-NL1003265 on such reply.

Service Details

Service Level:		Premier Support for Systems			End Date: 30-Jun-13	
Product Description	Serial Number	CSI #	Qty	Start Date	Price	
2 Installed At:		16933607	1	1-May-13		3
	2	2 16933607	1	1-May-13	0.00	
Installed At:		16933607	1	1-May-13		3
2		2 16933607	1	1-May-13	0.00	
Installed At:		16933607	1	1-May-13		3
2		2 16933607	1	1-May-13	0.00	
Installed At:		16933607	1	1-May-13		3
2	2	2 16933607	1	1-May-13	0.00	
2 Installed At:		16933607	1	1-May-13		3
2	2	2 16933607	1	1-May-13	0.00	
2 Installed At:		16933607	1	1-May-13		3
2		2 16933607	1	1-May-13	0.00	
2 Installed At:		16933607	1	1-May-13		3
2	2	2 16933607	1	1-May-13	0.00	
Installed At:		16933607	1	1-May-13		3
	2	1 16933607	1	1-May-13	0.00	
2 Installed At:		16933607	1	1-May-13		3
	2	2 16933607	1	1-May-13	0.00	

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Service Level: Premier Support for Systems End Date: 30-Jun-13

Product Description	Serial Number	CSI #	Qty	Start Date	Price
2 Installed At:		16933607	1	1-May-13	3
	2	2	1	1-May-13	0.00
2 Installed At:		16933607	1	1-May-13	3
	2	2	1	1-May-13	0.00
2 Installed At:		16933607	1	1-May-13	3
	2	2	1	1-May-13	0.00
2 Installed At:		16933607	1	1-May-13	3
	2	2	1	1-May-13	0.00
2 Installed At:		16933607	1	1-May-13	3
	2	2	1	1-May-13	0.00
2 Installed At:		16933607	1	1-May-13	3
	2	2	1	1-May-13	0.00
2 Installed At:		16933607	1	1-May-13	3
	2	2	1	1-May-13	0.00

Service Level: Premier Support for Systems End Date: 30-Jun-13

Product Description	Serial Number	CSI #	Qty	Start Date	Price
Installed At:		16933607	1	1-May-13	3
	2	2	2	1-May-13	0.00
2 Installed At:		16933607	1	1-May-13	3
	2	2	2	1-May-13	0.00
Installed At:		16933607	1	1-May-13	3
	2	2	2	1-May-13	0.00
2 Installed At:		16933607	1	1-May-13	3
	2	2	2	1-May-13	0.00
2 Installed At:		16933607	1	1-May-13	3
	2	2	2	1-May-13	0.00
Installed At:		16933607	1	1-May-13	3
	2	2	2	1-May-13	0.00
Installed At:		16933607	1	1-May-13	3
	2	2	2	1-May-13	0.00
2 Installed At:		16933607	1	1-May-13	3
	2	2	2	1-May-13	0.00
2 Installed At:		16933607	1	1-May-13	3
	2	2	2	1-May-13	0.00
Installed At:		16933607	1	1-May-13	3
	2	2	2	1-May-13	0.00
Installed At:		16933607	1	1-May-13	3
	2	2	2	1-May-13	0.00

Service Level: Premier Support for Systems End Date: 30-Jun-13

Product Description	Serial Number	CSI #	Qty	Start Date	Price
	2	2	1	1-May-13	0.00
Installed At:		16933607	1	1-May-13	3
	2	2	1	1-May-13	0.00
Installed At:		16933607	1	1-May-13	3
	2	2	1	1-May-13	0.00
Installed At:		16933607	1	1-May-13	3
	2	2	1	1-May-13	0.00
Installed At:		16933607	1	1-May-13	3
	2	2	1	1-May-13	0.00
Installed At:		16933607	1	1-May-13	3
	2	2	1	1-May-13	0.00
Installed At:		16933607	1	1-May-13	3
	2	2	1	1-May-13	0.00
Installed At:		16933607	1	1-May-13	3
	2	2	1	1-May-13	0.00
Installed At:		16933607	1	1-May-13	3
	2	2	1	1-May-13	0.00
Installed At:		16933607	1	1-May-13	3
	2	2	1	1-May-13	0.00

Subtotal: EUR 3



Service Level: Systems Reinstatement Fee End Date: 30-Apr-13

Product Description	Serial Number	CSI #	Qty	Start Date	Price
Installed At:		16933607	1	2-Mar-13	3
2			2		
2	2	16933607	1	2-Mar-13	0.00
<hr/>					
2		16933607	1	2-Mar-13	3
Installed At:			2		
2	2	16933607	1	2-Mar-13	0.00
<hr/>					
Installed At:		16933607	1	2-Mar-13	3
	2		2		
	2	16933607	1	2-Mar-13	0.00
<hr/>					
2		16933607	1	2-Mar-13	3
Installed At:			2		
2	2	16933607	1	2-Mar-13	0.00
<hr/>					
2		16933607	1	2-Mar-13	3
Installed At:			2		
	2	16933607	1	2-Mar-13	0.00
<hr/>					
Installed At:		16933607	1	2-Mar-13	3
	2		2		
	2	16933607	1	2-Mar-13	0.00
<hr/>					
Installed At:		16933607	1	2-Mar-13	3
	2		2		
	2	16933607	1	2-Mar-13	0.00

Service Level: Systems Reinstatement Fee End Date: 30-Apr-13

Product Description	Serial Number	CSI #	Qty	Start Date	Price
Installed At:		16933607	1	2-Mar-13	3
	2	2	1	2	0.00
2		16933607	1	2-Mar-13	3
Installed At:		16933607	1	2-Mar-13	3
	2	2	1	2	0.00
Installed At:		16933607	1	2-Mar-13	3
	2	2	1	2	0.00
Installed At:		16933607	1	2-Mar-13	3
	2	2	1	2	0.00
2		16933607	1	2-Mar-13	3
Installed At:		16933607	1	2-Mar-13	3
	2	2	1	2	0.00
2		16933607	1	2-Mar-13	3
Installed At:		16933607	1	2-Mar-13	3
	2	2	1	2	0.00
2		16933607	1	2-Mar-13	3
Installed At:		16933607	1	2-Mar-13	3
	2	2	1	2	0.00
2		16933607	1	2-Mar-13	3
Installed At:		16933607	1	2-Mar-13	3
	2	2	1	2	0.00
2		16933607	1	2-Mar-13	3
Installed At:		16933607	1	2-Mar-13	3
	2	2	1	2	0.00

Service Level: Systems Reinstatement Fee End Date: 30-Apr-13

Product Description	Serial Number	CSI #	Qty	Start Date	Price	
2	2	16933607	1	2-Mar-13	0.00	
2 Installed At:		16933607	1	2-Mar-13	3	
	2	2	16933607	1	2-Mar-13	0.00
2 Installed At:		16933607	1	2-Mar-13	3	
	2	2	16933607	1	2-Mar-13	0.00
2 Installed At:		16933607	1	2-Mar-13	3	
	2	2	16933607	1	2-Mar-13	0.00
2 Installed At:		16933607	1	2-Mar-13	3	
	2	2	16933607	1	2-Mar-13	0.00
2 Installed At:		16933607	1	2-Mar-13	3	
	2	2	16933607	1	2-Mar-13	0.00
2 Installed At:		16933607	1	2-Mar-13	3	
	2	2	16933607	1	2-Mar-13	0.00
2 Installed At:		16933607	1	2-Mar-13	3	
	2	2	16933607	1	2-Mar-13	0.00
2 Installed At:		16933607	1	2-Mar-13	3	
	2	2	16933607	1	2-Mar-13	0.00
2 Installed At:		16933607	1	2-Mar-13	3	
	2	2	16933607	1	2-Mar-13	0.00

Service Level: Systems Reinstatement Fee End Date: 30-Apr-13

Product Description	Serial Number	CSI #	Qty	Start Date	Price	
2	2	16933607	1	2-Mar-13	0.00	
2 Installed At:		16933607	1	2-Mar-13	3	
	2	2	16933607	1	2-Mar-13	0.00
2 Installed At:		16933607	1	2-Mar-13	3	
	2	2	16933607	1	2-Mar-13	0.00
2 Installed At:		16933607	1	2-Mar-13	3	
	2	2	16933607	1	2-Mar-13	0.00
2 Installed At:		16933607	1	2-Mar-13	3	
	2	2	16933607	1	2-Mar-13	0.00
2 Installed At:		16933607	1	2-Mar-13	3	
	2	2	16933607	1	2-Mar-13	0.00
2 Installed At:		16933607	1	2-Mar-13	3	
	2	2	16933607	1	2-Mar-13	0.00
2 Installed At:		16933607	1	2-Mar-13	3	
	2	2	16933607	1	2-Mar-13	0.00
2 Installed At:		16933607	1	2-Mar-13	3	
	2	2	16933607	1	2-Mar-13	0.00
2 Installed At:		16933607	1	2-Mar-13	3	
	2	2	16933607	1	2-Mar-13	0.00
2 Installed At:		16933607	1	2-Mar-13	3	
	2	2	16933607	1	2-Mar-13	0.00



<b>Service Level:</b> Software Update License & Support	<b>End Date:</b> 30-Jun-13
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Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Price
2	17024881	25			27-Mar-13	
	17024881	25			27-Mar-13	
	17024881	25			27-Mar-13	
	17024881	25			27-Mar-13	
	17024881	25			27-Mar-13	
	17024881	25			27-Mar-13	
	17024881	25			27-Mar-13	
	17024881	25			27-Mar-13	
	17024881	25			27-Mar-13	
	17024881	25			27-Mar-13	
	17024881	25			27-Mar-13	
	17024881	25			27-Mar-13	
	17024881	25			27-Mar-13	
	17024881	25			27-Mar-13	
	17024881	25			27-Mar-13	
	17024881	25			27-Mar-13	
	17024881	25			27-Mar-13	
	17024881	25			27-Mar-13	

Subtotal: EUR 3

<b>Service Level:</b> Software Update License & Support	<b>End Date:</b> 30-Jun-13
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Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	Price
2	16940143	1			11-Apr-13	
	16940143	1			11-Apr-13	
	16940143	2			11-Apr-13	

Subtotal: EUR 3

<b>Service Level:</b> Premier Support for Systems	<b>End Date:</b> 30-Jun-13
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Product Description	Serial Number	CSI #	Qty	Start Date	Price
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Service Level: Oracle Premier Support for Systems End Date: 30-Jun-13

Product Description	Serial Number	CSI #	Qty	Start Date	Price
2		16967573	1	11-Apr-13	3
Installed At:			2		
2	2	16967573	1	11-Apr-13	0.00
2		16967573	1	11-Apr-13	3
Installed At:			2		
2	2	16967573	1	11-Apr-13	0.00
2		16967573	1	11-Apr-13	3
Installed At:			2		
2	2	16967573	1	11-Apr-13	0.00
2		16967573	1	11-Apr-13	3
Installed At:			2		
2	2	16967573	1	11-Apr-13	0.00
2		16967573	1	11-Apr-13	3
Installed At:			2		
2	2	16967573	1	11-Apr-13	0.00
2		16967573	1	11-Apr-13	3
Installed At:			2		
2	2	16967573	1	11-Apr-13	0.00
2		16967573	1	11-Apr-13	3
Installed At:			2		
2	2	16967573	1	11-Apr-13	0.00

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Service Level: Premier Support for Systems End Date: 30-Jun-13

Product Description	Serial Number	CSI #	Qty	Start Date	Price
2		16967573	1	11-Apr-13	3
2 Installed At:					
2		16967573	1	11-Apr-13	0.00
<hr/>					
2		16967573	1	11-Apr-13	3
2 Installed At:					
2	2	16967573	1	11-Apr-13	0.00
<hr/>					
2		16967673	1	11-Apr-13	3
2 Installed At:					
2		16967673	1	11-Apr-13	0.00
<hr/>					
2		16967573	1	11-Apr-13	3
2 Installed At:					
2		16967573	1	11-Apr-13	0.00
<hr/>					
2		16967573	1	11-Apr-13	3
2 Installed At:					
2	2	16967573	1	11-Apr-13	0.00
<hr/>					
2		16967573	1	11-Apr-13	3
2 Installed At:					
2		16967573	1	11-Apr-13	0.00
<hr/>					
2		16967573	1	11-Apr-13	3
2 Installed At:					
2		16967573	1	11-Apr-13	0.00
<hr/>					
2		16967573	1	11-Apr-13	3
2 Installed At:					
2	2	16967573	1	11-Apr-13	0.00

Subtotal: EUR 3



Total Amount: EUR

3

plus applicable tax

Notes:

1. If any of the fields listed above are blank, then such field(s) does not apply for the applicable programs and/or hardware.
2. If a change to the Service Details provided above is required, please contact Service Contracts Renewals Team – Netherlands [scn@sun.com](mailto:scn@sun.com) and an updated ordering document will be provided to you.

GENERAL TERMS

"You" and "your" refers to the Customer provided above.

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In the event that the Customer and the Quote To Account Name provided above are not the same, Fox represents that Customer has authorized Fox to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. Fox agrees that the ordered services shall be used solely by the Customer and shall advise Customer of the terms of this ordering document as well as information and notices about technical support that provides to Fox during the term of service. Customer agrees that even if the Customer and the Bill To Account Name above are different, that: a) Customer has the ultimate responsibility for payments under this ordering document; and, b) any failure of Fox to make timely payment under this ordering document shall be deemed to be Customer's breach of this ordering document; and, c) in addition to any other remedies available to , it may terminate Customer's support for such nonpayment of fees.

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The technical support services acquired under this ordering document are governed by the terms and conditions of the agreement that you executed for technical support from the vendor of the programs and/or hardware listed in the Service Details section above (i.e. a vendor acquired by , or an authorized reseller of ; or of the acquired vendor). However, any use of the programs and/or hardware, which includes by definition the updates and other materials provided or made available by under technical support, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

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Technical support is provided under technical support policies in effect at the time the services are provided. The technical support policies are subject to change at discretion; however, will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at <http://www> . Customers who allow technical support to lapse may be subject to reinstatement policy in effect at the time of reinstatement.

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## Order Processing Details

Your order is subject to acceptance. An order consists of the following: (i) this ordering document, which incorporates by reference the agreement that you executed for technical support from the vendor of the programs and/or hardware listed in the Service Details section above (i.e. a vendor acquired by or an authorized reseller of or of the acquired vendor), and (ii) a form of payment acceptable to normally accepts orders after receipt of a purchase order issued in accordance with the Purchase Order Confirmation section below. If a purchase order cannot be issued, please complete the Payment Confirmation section below. If accepts your order, the service start date is the effective date of such order and also serves as the commencement date of the technical support services.

Once ordered, technical support for the support period defined above is non-cancelable and the related fees are non-refundable.

An invoice will only be issued upon receipt of a form of payment acceptable to. Regardless of the form of payment, invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax").

### PURCHASE ORDER CONFIRMATION

#### Purchase Order

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must include the following information:

- Service Contract #: SUN-NL1003265
- Term of Service: 2-Mar-13 to 30-Jun-13
- Final Total: EUR (excluding applicable tax) 3
- Local Tax, if applicable

In issuing a purchase order, Fox agrees that the terms of this ordering document and the terms of the agreement described above supersede the terms in the purchase order or any other non-document, and no terms included in any such purchase order or other non-document shall apply to the technical support services ordered.

Please e-mail or fax the purchase order to per the Remittance Details provided below.

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**PAYMENT CONFIRMATION**

If the technical support services on this ordering document cannot be ordered and paid under a purchase order, please complete this payment confirmation and return it to \_\_\_\_\_ per the Remittance Details provided below.

2 Fox \_\_\_\_\_ does not issue purchase orders.  
2 Fox \_\_\_\_\_ does not require a purchase order for the services ordered hereto.

- Service Contract #: SUN-NL1003265
- Term of Service: 2-Mar-13 to 30-Jun-13
- Final Total: EUR \_\_\_\_\_ (excluding applicable tax) 3

2 Fox \_\_\_\_\_ certifies that the information provided above is accurate and complies with Fox \_\_\_\_\_ s 2 business practices in making this purchase, including obtaining all necessary approvals to release the funds for this purchase. In issuing this payment confirmation, Fox \_\_\_\_\_ agrees that the terms of this 2 ordering document and the terms of the agreement described above shall apply to the technical support services ordered. No terms attached or submitted with the payment confirmation shall apply. The signature below affirms Fox \_\_\_\_\_ commitment to pay for the services ordered in accordance with 2 the terms of this ordering document.

Fox 2

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Date

**REMITTANCE DETAILS**

Purchase orders or payment confirmation for the technical support services ordered hereto should be sent to:

2 Service Contracts Renewals Team – Netherlands  
Support Services  
Fax: 0800 0200373  
Email: \_\_\_\_\_@\_\_\_\_\_.com

19/07/2017 16:32:48 (GMT+02:00)

**FOX IT**

**Per post en per fax: (020) 541 35 55**

**de Rechtspraak**  
rechtbank Amsterdam  
Afdeling Publiekrecht  
Teams Bestuursrecht  
Postbus 75850  
1070 AW Amsterdam

Delft, 19 juli 2017

Referentie: AMS 16 / 7611 WOB

Onderwerp: uw brief d.d. 10 juli jl. – het beroep van R. van Amersfoort te Amsterdam

Geachte heer, mevrouw,

Namens Fox-IT B.V. en de met haar verbonden vennootschappen (hierna: Fox-IT) bericht ik u met betrekking tot de bovenvermelde zaak het volgende: Fox-IT heeft geen bezwaar tegen kennisname door de Rechtbank van de vertrouwelijk overlegde stukken, tenelnde mede op basis daarvan tot een uitspraak te komen.

Met vriendelijke groet,

Namens Fox-IT,

Vera Schönfeldt  
Manager Legal

for a more secure society

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FOX-IT.COM

## CONFIDENTIALITY AGREEMENT

This Non-Disclosure Agreement is entered into between;

**Fox-IT Forensic IT Expert B.V.**, a private limited liability company incorporated under the laws of The Netherlands and having its registered office at Olof Palmestraat 6, 2616 LM, Delft, The Netherlands, legally represented by Mr. Ronald Prins, Director, hereinafter referred to as 'Fox-IT'

and

**AGT GmbH / AGT FZ LLC**, a company incorporated under the laws of Germany/ United Arab Emirates Free zone, maintaining its office at Unter den Linden 21, 10117 Berlin/ Buildg. 05 office 304 DMC. Dubai UAE represented by Anas Chbib hereinafter referred to as 'Partner'

Hereafter collectively referred to as "Parties" and individually as "Party".

**WHEREAS**, this Agreement provides for the disclosure by one Party ("Disclosing Party") to another Party ("Receiving Party") of information that is deemed proprietary or confidential by the Disclosing Party. The "Proprietary Information" (defined below) shall be disclosed for the purposes of holding technical and/or business discussions, conducting evaluations, audits and/or negotiations, and to provide required knowledge to fulfil the business relationship between the Parties such as to provide security solutions and services (collectively "the Authorized Purpose").

**IT IS HEREBY AGREED** as follows:

1. "Proprietary Information" is defined as information of any nature and in any form (including, without limitation, written, electronically, magnetic or optical media) disclosed by the Disclosing Party to the Receiving Party in connection with the Authorized Purpose whether disclosed orally, in documentary or other material form, by demonstration or otherwise: (i) that is identified as "Confidential" or "Proprietary" with an appropriate, conspicuous marking; or (ii) in the case of oral or visual disclosures, that is identified by the disclosing party at the time of disclosure as being disclosed in confidence or marked as confidential or proprietary; or (iii) in the case of specific instructions to carry out work.
2. The Receiving Party, unless otherwise authorized in writing by the Disclosing Party, shall:
  - a. maintain in confidence all Information received from the Disclosing Party or from any of its independent contractors, consultants or agents;
  - b. take such precautions and make such arrangements as are reasonably necessary to protect information received by it (and in any event no less than those the Receiving Party would take and make to protect its own confidential information);
  - c. restrict disclosure of such Proprietary Information to those of its directors, officers, employees, independent contractors, consultants or agents who have a need-to-know for carrying out the Authorized Purpose, and who are subject to a written agreement having terms and conditions respecting the protection of confidential or proprietary information that are no less restrictive than those of this Agreement and that would extend to the Disclosing Party's Proprietary Information;
  - d. use such Information only for the Authorized Purpose; and
  - e. to the extent applicable, not modify, reverse engineer, decompile, disassemble or create derivative works from any such Proprietary Information.



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Chamber of Commerce  
Haaglanden no. 27128500

3. Subject to Section 6 below, the confidentiality obligations and use restrictions of this Agreement shall not apply to information marked or identified as Proprietary Information:
- if such information is in or enters the public domain, other than by breach of this Agreement by the Receiving Party;
  - if such information was known to the Receiving Party prior to the time of first receipt from the Disclosing Party, and free of any obligation of confidence of the Receiving Party, as evidenced by written records;
  - if such information lawfully and rightfully becomes known to the Receiving Party, from a source other than the Disclosing Party, and free of any obligation of confidence of the Receiving Party, as evidenced by written records;
  - if such information was or is at any time developed by the Receiving Party independent of and without reference to any Proprietary Information received hereunder, as evidenced by written records;
  - to the extent that disclosure or broader use of such information is authorized in writing by the Disclosing Party;
4. A Receiving Party shall not be liable for the disclosure of Proprietary Information if such disclosure is required by order of a court of competent jurisdiction, or by order of a governmental agency or legislative body under any written law, regulation or legal order, provided that the Receiving Party promptly notify the Disclosing Party thereof, and upon the request and reasonable expense of the latter, reasonably cooperate with the Disclosing Party in contesting such disclosure or in seeking confidentiality treatment of the information. If disclosure is ultimately required, then the Receiving Party shall restrict any disclosure to only such information that reasonably satisfies the order.
5. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Proprietary Information. Accordingly, nothing in this Agreement shall be construed as a representation or agreement that the Receiving Party shall not develop, or have developed for it, products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Proprietary Information, provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.
6. Each Party shall comply with any and all laws applicable to or governing such Party's conduct in connection with this Agreement.
7. All rights in Proprietary Information are reserved by the Disclosing Party. Other than the rights expressly granted herein, neither this Agreement, nor the disclosure of any Proprietary Information hereunder, shall be construed as expressing or implying any other rights, including but not limited to any rights of ownership of such Proprietary Information, or rights to any invention, patent, copyright or other intellectual property right heretofore or hereafter owned, acquired, developed or licensable by the Disclosing Party.
8. All Proprietary Information provided by a Disclosing Party hereunder is provided solely on an "as-is" basis, and the Disclosing Party makes no warranties regarding the accuracy or completeness of thereof; and the Disclosing Party expressly disclaims any and all other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose. Neither this Agreement, nor the disclosure of any Proprietary Information hereunder, shall constitute any representation, warranty, assurance, guarantee or inducement by the Disclosing Party with respect to infringement of patent or other rights of any third parties. Any reliance on Proprietary Information shall be exclusively at the Receiving Party's own risk.

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9. This Agreement shall not be construed as creating any joint venture, teaming, partnership or other joint relationship between the Parties. Neither this Agreement, nor the disclosure or receipt of Proprietary Information hereunder, shall constitute or imply any promise or intention or commitment by either Party to procure any product or service, make any commitment with respect to the present or future marketing of any product or service, enter into a contract with the other Party, or be liable for the costs of the other Party in carrying out the Authorized Purpose. Unless and until a definitive written agreement with respect to the subject matter hereof is entered into, neither Party hereto will be under any legal obligation of any kind whatsoever with respect to the same, except for the matters specifically agreed to in this Agreement.
10. The Parties acknowledge and agree that Proprietary Information is unique and valuable to a Disclosing Party, and that breach of the confidentiality obligations or use restrictions provided herein may cause substantial, immediate and irreparable damage to the Disclosing Party for which monetary damages alone would not be an adequate remedy. Upon any such breach, or in the event that the Disclosing Party forms a reasonable and good faith belief that such a breach is imminent, the Disclosing Party shall be entitled to seek preliminary and other injunctive relief from any court of competent jurisdiction, with or without notice to the Receiving Party. This remedy shall be in addition to any and all other rights or remedies to which the Disclosing Party may be entitled at law or in equity.
11. This Agreement shall apply to all Proprietary Information received beginning with its Effective Date, unless earlier terminated by written notice provided by either Party to the other Party, which termination shall be effective upon receipt of such notice. Notwithstanding the expiration, or any earlier termination, of this Agreement, the use restrictions and confidentiality obligations imposed on each Party hereunder shall survive and continue in full force and effect for the period set forth in Section 12, and any other provisions that by their nature and context are intended to survive the expiration or termination of this Agreement shall so survive.
12. This Agreement shall terminate upon completion of the purpose for which the information was submitted. The obligations of confidentiality shall survive termination of this Agreement for a period of three (3) years.
13. After the expiration or earlier termination of this Agreement, or at the time when the Proprietary Information of a Disclosing Party is no longer needed for the Authorized Purpose, whichever is earlier, and upon request by the Disclosing Party, all Proprietary Information (including all copies, derivative works and other tangible materials containing such information) shall be either returned to the Disclosing Party or destroyed by the Receiving Party. In the event of destruction and upon request of the Disclosing Party, the Receiving Party shall, within ten (10) days after such destruction, certify in writing to the Disclosing Party that such destruction has been accomplished. The Receiving Party shall make no further use of any Proprietary Information.
14. This Agreement contains the complete and exclusive agreement between the Parties with respect to the safeguarding of the Parties' Proprietary Information exchanged for the Authorized Purpose, and supersedes all prior communications and understandings with respect thereto. No waiver, modification or deletion of any provision of, or addition of any provisions to, this Agreement shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by an authorized representative of each Party. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each such counterpart were on a single instrument, and all such counterparts together shall constitute this Agreement.
15. Neither this Agreement, nor any rights or obligations hereunder, may be assigned or otherwise transferred by either Party without the express prior written consent of the other Party.



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