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OPTICON SENSORS EUROPE B.V.

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- 2.6 Where you or any of your Affiliates is/are required to disclose Confidential Information because of a regulatory or legal requirement including, without limitation, for the purposes of law enforcement, you will give Opticon reasonable prior written notice of the disclosure requirement in order to afford Opticon sufficient opportunity to prevent or control the manner of disclosure by appropriate legal means. In addition, you undertake to only disclose the Confidential Information to the extent that such disclosure is required by the regulatory or other authority compelling the disclosure.

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- 5.1 When you breach this disclaimer, either intentionally or not intentionally, this will result in an immediately payable penalty by you to Opticon of € 25,000 per breach. In addition to this penalty, you will be obliged to compensate Opticon and its Affiliates for all damages Opticon and/or its Affiliates suffer as a result hereof, including for lost profits and lost opportunities. Opticon is furthermore entitled to all other recourses it may have under applicable laws, including under the statutory protection of trade secrets.

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- 6.1 **Duration:** This disclaimer shall continue in force for a period of five (5) years from the moment the and shall bind you for as long as the Confidential Information remains confidential.
- 6.2 **Return of Confidential Information:** Upon demand by Opticon or their Affiliates, which may be made at any time, or immediately if the relationship between us ends, you will return or destroy all Confidential Information to Opticon and shall not retain any copies of the Confidential Information, howsoever stored. Where you have stored the Confidential Information, or any part(s) thereof electronically, you will destroy all copies to the maximum extent technically feasible. Upon Opticon's written request, you will promptly provide Opticon with written confirmation from an authorised officer that this obligation has been fulfilled.
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- 6.4 **Amendments:** Any amendment of this disclaimer shall not be binding on Opticon unless set out in writing, expressed to amend this disclaimer and signed by an authorised representative of Opticon.
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