

NON DISCLOSURE STATEMENT

Name : _____
Registered office : _____
RLE and VAT : _____
Representative : _____
Title : _____

(the **Recipient**)

The Recipient wishes to enter into discussions with respect to a potential investment in or acquisition of all or part of the shares or assets of a company, which is a Belgian manufacturer and distributor of toys, with code name JOY (the **Company**) (the **Transaction**), whose name will be indicated in the Information. The Company and/or its shareholders (together the **Disclosing Party**) may for the purpose of facilitating the evaluation of the Transaction and the discussions in relation thereto (the **Permitted Purpose**), disclose from time to time to the Recipient the Information as defined below.

In consideration of the Recipient being provided with the Information, the Recipient agrees to keep the Information secret and confidential and only use such Information in accordance with the terms and conditions as set out hereunder (the **Statement**).

1 Definition. Information means all information regarding (i) the Disclosing Party, including but not limited to the identity of the Disclosing Party and its affiliates, as well as their activities, operations, financial position, organization, strategy and prospects, (ii) the existence and contents of the Statement and the fact that discussions or negotiations are taking place concerning a possible Transaction and any of the terms, conditions or other facts with respect to such discussions, negotiations and/or Transaction (including, without limitation, the Recipient and/or the Disclosing Party's involvement therein and/or the status thereof), and (iii) any information obtained by the Recipient during parties' involvement with, and the discussions and communications regarding, the Transaction. Any physical or electronic copies or records of the aforementioned information, together with the valuations, opinions, analyses, compilations, studies, forecasts or other documents prepared by the Recipient that are based upon or otherwise reflect in whole or in part such information is hereinafter also referred to as the Information.

2 Freedom to disclose. Nothing in this Statement shall be construed as an obligation, or a promise or intention of the Disclosing Party to disclose any Information (in particular commercially sensitive information), to continue any discussions or to enter into a Transaction. It is therefore the Disclosing Party's sole decision to (i) determine what Information is disclosed, and (ii) provide Information in an anonymous way, in stages, or in any other manner to protect its interests. The Recipient affirms that any discussion, correspondence, and other activities hereunder shall not be construed as forming a contract or any other transaction without execution of separate written agreement.

3 Duty of confidentiality. The Information will be kept strictly confidential and shall not, in whole or in part and in any manner whatsoever, be disclosed by the Recipient without the prior written consent of the Disclosing Party and subject to the terms of the Statement. The Information shall not be used by the Recipient (or a third party with the assistance of the Recipient, including its affiliates) for any other purposes than the Permitted Purpose and will not be used by the Recipient (or a third party with the assistance of the Recipient, including its affiliates) in any way which is directly or indirectly detrimental to, competitive with or otherwise not beneficial to the Disclosing Party. Moreover, the Recipient agrees to reveal the Information only to those of its directors, independent contractors, employees, advisors (including without limitation lawyers, accountants, financial advisors and strategic advisors), agents and other representatives (the **Representatives**) who are directly participating to the negotiations with respect to the Transaction, and only to the extent their knowledge of (any part of) the Information is essential for the Permitted Purpose. The Recipient shall procure that each of its Representatives comply with the terms and conditions of this Statement and shall, without prejudice to the right of the Disclosing Party to undertake any direct course of action against such Representatives as a result of their undertaking, be responsible for any breach of this Statement by any of its Representatives. The Recipient shall, at its own expense, take all measures to maintain the confidentiality of the Information, including those measures that it takes to protect its own confidential information. The Recipient shall immediately inform the Disclosing Party upon becoming aware of any actual or imminent breach of the Statement, including any unauthorized disclosure or misuse of Information.

4 Mandatory disclosure. In the event that the Recipient and/or any of its Representatives becomes compelled to disclose any part of the Information by law or by any court or regulatory authority, the Recipient will immediately (and in any event before complying with such request) provide the Disclosing Party with written notice of the existence, terms and circumstances of such request, so that the Disclosing Party may seek a protective order or any other appropriate remedy or may waive compliance with the provisions of the Statement (as appreciated in its sole and absolute discretion). In the event that the protective order or other remedy is not obtained or that the Disclosing Party waives compliance with the provisions of the Statement, only that portion of the Information to which the Recipient is compelled shall be disclosed (after consultation with the Disclosing

Party), and the Recipient shall, and procure that its Representatives shall, use best efforts to obtain a protective order or other reliable assurance, so that confidential treatment shall be accorded to the Information.

5 Return and destruction. At the Disclosing Party's written request, the Recipient shall cause and procure that all Information that is held by the Recipient and/or its Representatives will be destroyed or returned to the Disclosing Party, at the Disclosing Party's absolute discretion, without keeping any copies. The return and destruction of all Information shall be confirmed in writing to the Disclosing Party, upon its request. An exception to the foregoing is made for that part of the Information which (i) the Recipient or its Representatives are required to retain by law or regulation or bona fide internal policies, be it only for such period of time as required by applicable law or regulation or policy, or (ii) is electronically stored in servers for IT-back-up or disaster recovery purposes, and it being understood that the Information so retained sub (i) and (ii) will remain subject to all other terms and conditions of this Statement.

6 Exceptions. This Statement shall only be or become inoperative with respect to such portions of the Information which (i) are or become generally available to the public without breach of the Statement, or (ii) are in the Recipient's possession or become available to the Recipient on a non-confidential basis from a source other than the Disclosing Party or any of its Representatives, be it only to the extent that such source is not prohibited from so disclosing such portions by a contractual, legal or fiduciary obligation to the Disclosing Party, all subject however to the establishment by the Recipient of reasonable proof of such public availability, prior knowledge, or other source.

7 Indemnification. In case of a breach of the Statement by the Recipient or its Representatives, the Recipient undertakes to indemnify the Disclosing Party and hold them harmless from and against any and all losses, claims, liabilities, obligations, judgments, causes of actions, costs and expenses (including reasonable attorneys' fees) arising out of such breach. Moreover, the Recipient agrees that monetary damages alone would not be an adequate remedy for any breach of this Statement. Accordingly, Recipient agrees that the Disclosing Party shall be entitled to enforce any provision of this Statement by means of a claim for specific performance or via immediate injunctive relief before the competent court in order to stop or prevent any breach or prevent any threatened breach of this Statement, without the Disclosing Party being obliged to prove any actual loss.

8 Duration. This Statement takes effect from the signing thereof, it being understood that Information already previously disclosed to the Recipient is implicitly subject to this Statement. Except as otherwise explicitly provided, the Recipient's obligations under this Statement shall expire five (5) years counting as from the effective date of this Statement or as long as parties are evaluating a possible Transaction, whichever date comes latest. The Recipient shall return and destroy any Information in accordance with clause 5 upon expiry of the aforementioned term. No provisions in the Statement shall affect the continuation of the protection provided by applicable law, including articles XI.332/1 and further of the Belgian Code of Economic Law, of the Information that qualifies as trade secret ("*bedrijfsgeheim*" / "*secret d'affaires*") under such applicable law.

9 No contact. The Recipient shall not, and shall procure that any of its Representatives shall not, without the prior written consent of the Disclosing Party contact any of the affiliates of the Disclosing Party or any of their shareholders, nor any of the employees or independent contractors of the Disclosing Party or of its affiliates, nor any (prospective) customers, clients, suppliers, lenders, securities holders, potential or target investment or acquisition candidates or any other (business) relation of the Disclosing Party or of its affiliates (a **Business Prospect**), in connection with the Transaction or in circumstances that are reasonably likely to give rise to suspicions that such contacts are being made in connection with the Transaction.

10 Non-solicitation. For a period of three (3) years from the effective date of this Statement the Recipient shall not directly or indirectly enter into any (business) relationship, recruit or solicit for employment with the Recipient, nor endeavor to entice away from or discourage from being employed by the Disclosing Party, any of the current or former (in the six months prior to the application of this clause) directors, employees or independent contractors of the Disclosing Party, regardless whose initiative this was. This prohibition shall not apply to a recruitment in response to a *bona fide* non-targeted solicitation process based on public employment advertisements. For that same period, the Recipient shall not directly or indirectly, enter into any (business) relationship with any Business Prospect, identified or disclosed to the Recipient hereunder, nor solicit, induce and/or encourage such Business Prospect to enter into any (business) relationship with the Recipient, in a manner that terminates or reduces the current (business) relationship between the Disclosing Party and the Business Prospect.

11 Observance. To the extent this Statement provides for obligations on the part of the Recipient's affiliates and their Representatives, the Recipient unconditionally and irrevocably confirms and acknowledges that it will be obliged to cause and procure their observance of such obligations, and the Recipient's obligation in this respect will constitute a "*sterkmaking*" / "*porte-fort*" within the meaning of article 5.106 of the Belgian Civil Code.

12 No warranties. The Recipient acknowledges that the Information is provided as is, that the Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of the Information and that the Information is not purported to represent a substitute, in whole or in part, for an independent evaluation of the Transaction. The Recipient agrees that the Disclosing Party and the Company shall have no liability to the Recipient relating to or resulting from the use or reliance upon the Information.

13 Intellectual property. Nothing in this Statement is to be construed as granting the Recipient any title, ownership, license or other right or interest with respect to the Information or any portion thereof. Information will be held in trust by the Recipient for the Disclosing Party.

14 Waiver. No failure or delay by or on behalf the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other

further exercise thereof or the exercise of any right, power or privilege hereunder. No waiver by the Disclosing Party shall be effective unless given in writing and signed by a duly authorized representative.

15 Amendment. This Statement may not be amended or modified except by mutual and duly granted consent in writing.

16 Severability. In case any one or more of the provisions contained in this Statement are considered unwritten, and/or are invalid, illegal and/or unenforceable, the validity, legality and/or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any provision of this Statement which is considered unwritten, or is invalid, illegal or unenforceable, shall, to the extent permitted by law, be deemed to be substituted by a provision that is valid, legal and/or enforceable, and of which the economic operation and effect is as similar as possible to the provision that is substituted by it.

17 Beneficiaries. The Recipient hereby unconditionally and irrevocably confirms and acknowledges that the Disclosing Party is to be considered as third party beneficiary, within the meaning of article 5.107 of the Belgian Civil Code, of its obligations under this Statement. The obligations, rights and benefits under this Statement shall inure to the respective successors and assigns of the Recipient and the Disclosing Party.

18 Balance. Within the limits of what is legally permissible, the Recipient expressly acknowledges and confirms that it has had the opportunity to negotiate each clause of the Statement. Following the negotiations, with the possibility of assistance by legal counsel for the Recipient, a balance was found between the rights and obligations of the Recipient and the Disclosing Party, which finds expression throughout this Statement and its clauses.

19 Governing law and jurisdiction. This Statement is governed by and shall be construed in accordance with Belgian law. All disputes arising out of or in connection with this Statement and which the parties involved are unable to settle amicably, shall be subject to the exclusive jurisdiction of the Courts of Ghent, to the maximum extent permitted by applicable law.

20 Counterparts and electronic signatures. The Statement may be executed in any number of counterparts (whether physically or electronically), and this has the same effect as if the signatures on the counterparts were on a single copy of the Statement. Electronic signatures within the meaning of and in accordance with the requirements of Regulation (EU) No 910/2014 or scans or images of handwritten signatures transmitted in electronic format (including ".pdf", ".tif" or ".jpg") constitute original signatures and have the same legal effect as handwritten signatures. The Recipient agrees to assume the risks arising from the use of electronic signatures and electronic methods for submitting communication, including the risk of interception and misuse by third parties.

The Recipient agrees to the terms and conditions of this Statement and the rights and obligations contained therein, by signing and initializing a copy and returning the signed and initialized copy to Chris Van hoorde by email chris.vanhoorde@vdp.be.

For the **Recipient**

Name:
Title:
Date:

Name:
Title:
Date: