

Please complete, print and sign three (3) original copies and send them as instructed in the teaser, one copy signed by the liquidators of Free Record Shop Belgium NV and Free Record Shop (Mega) Store NV will be returned to you

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

BETWEEN :, a company incorporated under the laws of
....., having its registered office at
.....
....., registered for VAT purposes
under the number (hereinafter called the “Receiving Party”);

hereby duly represented by Mr./Ms., in his/her capacity of
.....;

(hereinafter called the “**Receiving Party**”);

AND : Mr. Thierry Van Doosselaere, Mr. Nick Peeters and Mr. Peter Verstraeten in their capacity as
bankruptcy liquidators of **Free Record Shop Belgium SA**, a limited liability company under the
laws of Belgium, with registered office at 2000 Antwerpen, Wapper 7, registered for VAT
purposes under the number 0404.883.938, and

Mr. Bert Dehandschutter and Mr. Bart De Moor, in their capacity as bankruptcy liquidators of **Free
Record Shop (Mega) Store Belgium SA**, a limited liability company under the laws of Belgium,
with registered office at 1000 Brussels, Muntcentrum 6-7-8, registered for VAT purposes under
the number .

(hereinafter called the “**Disclosing Party**”);

WHEREAS

1. The Disclosing Party has been assigned bankruptcy liquidators (curateurs-curatoren), pursuant to the judgments respectively of 19 November 2013 of the Commercial Court of Brussels and of 20 November 2013 of the commercial court of Antwerpen.
2. The Disclosing Party has contracted an agreement with an investment company to continue the activity, in order to organize and initiate the sale of all or part of the business of Free Record Shop Belgium and Free Record Shop (Mega) Store Belgium, subject to the approval of the Commercial Court of Antwerpen and the Commercial Court of Brussels.
3. The Receiving Party has expressed a certain interest in acquiring all or part of the business of Free Record Shop Belgium and Free Record Shop (Mega) Store Belgium;
4. The Receiving Party and The Disclosing Party wish to exchange, for the purposes mentioned above, certain proprietary and confidential information pertaining to Free Record Shop Belgium and Free Record Shop

(Mega) Store Belgium's business and expertise, and wish to provide for protection of the confidentiality of any such information provided by the Disclosing Party; and

5. Prior to disclosing such further information, the parties wish to assure the protection and preservation of the confidential or proprietary nature of information to be hereafter disclosed to the Receiving Party in connection with their evaluation of a possible sale, and further wish to prevent the circumvention by the Receiving Party of the Disclosing Party's interests.

NOW, THEREFORE,

in consideration of the mutual promises herein contained, the parties agree as follows:

1. Confidential Information

1.1 Definition

"Information" or "Confidential Information" shall include, subject to the limitations set forth in article 2, but shall not be limited to, all correspondence, any business plan(s) or summaries thereto, proposals, consultant reports, contacts, trade secret information, process, technique, algorithm, computer program (source and object code), design, drawing, formula or test data relating to the operation of either party's business, marketing plans, servicing, financing or personal matters relating to the disclosing party, its suppliers, employees, investors or business, whether in oral, written, graphic or electric form, which is furnished by the disclosing party to the receiving party.

"Confidential Information" shall mean all information disclosed or delivered by the Disclosing Party to the Receiving Party which the Disclosing Party treats or wishes to be treated as confidential, including but not limited to any or more of the following types of information: any and all intellectual property, the financial or business condition of Free Record Shop Belgium and Free Record Shop (Mega) Store Belgium, its product development, the design or technology behind its products, its research and/or development efforts, the identity of its customers, suppliers, employees and support personnel, its distribution channels as well as any and all other proprietary information described in the preceding sentence however embodied.

The Confidential Information is provided "as is" and no representation or warranty is made by the Disclosing Party, expressed or implied, as to the quality, title, non-infringement, merchantability, completeness or fitness for a particular purpose.

1.2 Limitation

Confidential Information shall not include information that: (i) at the time of its disclosure, is in the public domain or, after disclosure, becomes part of the public domain through no act, omission or fault of Receiving Party; (ii) was developed by Receiving Party independently of Free Record Shop Belgium and Free Record Shop (Mega) Store Belgium without the benefit of information disclosed hereunder and was already known by Receiving Party at the time of disclosure; or (iii) was received by Receiving Party from a third party having a legal right to transmit such information and without restriction as to the use and disclosure of the information ; (iv) has been requested pursuant to a judicial or other governmental order; (v) Receiving Party can evidence what was in its possession at the time of disclosure.

2. Use of Confidential Information

2.1 The Receiving Party agrees to hold the Confidential Information in strict confidence and to use such information only for the above-mentioned purpose (see Whereas clauses).

2.2 Except as otherwise specified in this Agreement, the Receiving Party will not disclose or otherwise make available the Confidential Information to any person, organization or entity. The Receiving Party may provide or make the Confidential Information available to, and only to, its employees, officers, directors, attorneys, accountants and other representatives requiring such information for the execution of his or her assigned duties in connection with the administration of this Agreement. The Receiving Party agrees to make such employees, officers, directors, attorneys, accountants,

and other representatives aware that such Confidential Information is subject to this Agreement and that they are subject to the obligations set forth in this Agreement.

2.3 The Receiving Party shall take all reasonable and necessary steps to guard against the unauthorized dissemination or disclosure of the Confidential Information and to handle the Confidential Information with the same degree of care as it has for its own Confidential Information, but in no event less than reasonable care.

2.4 Although the parties believe that the Confidential Information which the Disclosing Party shall provide under this Agreement is accurate, the Disclosing Party expressly disclaims any and all liability for expressed or implied representations, warranties, or statements of material fact contained in, or material omissions from, the Confidential Information. Only those representations or warranties made in a definitive agreement between the parties and subject to such limitations as may be set forth therein, will have any legal or binding effect.

3. Confidentiality of negotiations

Without the prior written consent of the other party, neither party will disclose to any person, or suffer or permit any of its direct representatives who are informed as to the matters which are the subject of this agreement to disclose to any person, either the fact that discussions or negotiations are taking place concerning a possible transaction between the parties, any of the terms, conditions or other facts with respect to any such possible transaction including the status thereof.

4. Termination of the negotiations

Parties agree that, unless agreed upon otherwise in writing, if the negotiations would not be completed and an asset sale or other acceptable business arrangement agreed to in principal before December 31, 2013, then the negotiations will be terminated and none of the parties will have a claim against the other for compensation of any loss resulting from such termination; and all information and documents and all copies, summaries, notes and extracts hereof and therefore disclosed to the other party will be returned within 10 days.

5. Duration

This Agreement shall be effective as of the date of its signature and shall continue for a period of five years.

6. Miscellaneous

6.1 All Confidential Information disclosed under this Agreement is and shall remain the property of Disclosing Party and shall be returned to Disclosing Party, or destroyed at Disclosing Party's option, promptly after receipt by Receiving Party of Disclosing Party's request and direction.

6.2 No right or license under any trademarks, copyrights, patents, patent applications or the Confidential Information, which Disclosing Party may now or hereafter own or control will be deemed granted by disclosure of the Confidential Information by Disclosing Party.

6.3 The Receiving Party hereby acknowledges and agrees that in the event of any breach of this Agreement, or the actual or threatened disclosure or unauthorized use of the Disclosing Party's Confidential Information without the prior written consent of the Disclosing Party, the Disclosing Party will suffer an irreparable injury such that no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. The amount of such injury is estimated in a lump sum manner at 50.000 € for each violation, without restricting the right of the Disclosing Party to adduce prove of more important damages

6.4 If any term of this Agreement is held to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in force and effect as if such invalid or unenforceable term had never been included.

4.5 This Agreement contains the entire understanding between the parties and supersedes all prior written or oral understandings related to the subject matter hereof.

No modification of any kind or waiver of this Agreement or any of its provisions shall be binding upon the parties, unless made in writing and signed on behalf of both parties.

6.6 This Agreement may be executed in one or more counter-parts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Facsimile signature shall be binding on the party making same.

6.7 Any notices required or permitted hereunder shall be given to the appropriate party at the address specified above or such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery, or when sent by certified or registered mail, postage prepaid, three (3) days after the mailing, and via fax upon successful transmission report.

7. Assignment

Neither party shall assign this Agreement without prior written consent of the other party. All provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties, their permitted successors and permitted assigns.

8. Governing Law and Jurisdiction

This Agreement shall be governed in all respects by the laws of Belgium, also with regard for conflict of law principles. All disputes arising out of or in connection with the present Agreement shall be finally settled by the Courts of Brussels.

Made in on ... December 2013, in three originally signed copies, one for each Party acknowledging having received an originally signed copy and two for the bankruptcy liquidators of respectively Free Record Shop Belgium NV and Free Record Shop (Mega) Store Belgium NV.

The Receiving Party

By: _____

Name and Title: _____

The Disclosing Party

For the bankruptcy estate of Free Record Shop Belgium SA

By: _____

For the bankruptcy estate of Free Record Shop (Mega) Store Belgium SA

By: _____