

Reciprocal Non-Disclosure Agreement

between

CONTRACT PARTNER

and

CMC Klebetechnik GmbH
Rudolf-Diesel-Straße 4, 67227 Frankenthal/Pfalz, Germany

- hereinafter referred to individually as "CONTRACT PARTNER" and jointly as "CONTRACT PARTNERS" -

Within the context of discussions on

the CONTRACT PARTNERS shall engage in a mutual exchange of information.

Commencement of the discussions shall not obligate either party to enter into any other con-tractual relationships above and beyond the scope of this Agreement.

The CONTRACT PARTNERS therefore agree the following:

Section 1 - Confidential information

(1) "CONFIDENTIAL INFORMATION" refers to all substantive or embodied or oral information and data, such as technical or business-related data, documents or knowledge and possibly samples, substances, demonstrators or other objects and materials, which the CONTRACT PARTNERS exchange in connection with the aforementioned PURPOSE and which, where transmitted in writing, in any other substantive or embodied form, or electronically, are marked as "confidential" or with a similar endorsement or, where disclosed orally, are indicated as confidential, or identified as such in a similar manner, upon disclosure. Within one month of the disclosure of such, reference must be made at least in text form to the confidentiality of orally disclosed information.

Where one CONTRACT PARTNER is unsure if it is dealing with CONFIDENTIAL INFORMATION, it shall consult the other CONTRACT PARTNER prior to forwarding said information.

(2) CONFIDENTIAL INFORMATION shall include all and any copies and abstracts thereof.

Section 2 - Confidentiality

- (1) With regard to all CONFIDENTIAL INFORMATION received, each CONTRACT PARTNER shall be obligated
 - a) to use such solely for the PURPOSE specified in the preamble;
 - b) not to make such accessible to third parties, or only to make such accessible to those of its employees or those consultants acting on its behalf who require such for the intended PURPOSE, and who are under an obligation to maintain confidentiality, which is at least equivalent to this Agreement, on grounds of their Employment Contract or other written agreement or by reason of their profession or status. The shareholders of the CONTRACT PARTNER and similar functionaries at CMC Klebetechnik GmbH are not third parties within the meaning of this Agreement. Before a CONTRACT PARTNER discloses CONFIDENTIAL INFORMATION to a consultant, who is not under any obligation to maintain confidentiality by reason of his/her profession or status, it shall ensure that a written agreement with this consultant exists under which said consultant is obligated to treat CONFIDENTIAL INFORMATION in a manner that is at least equivalent to this Agreement, and
 - c) to keep this information secret, applying the same level of diligence as if the information were its own and of similar importance, however at least an adequate level of diligence.
- (2) The CONTRACT PARTNERS agree that the CONFIDENTIAL INFORMATION shall remain the property of the party providing the information.

Section 3 - Exceptions

- (1) The obligations set forth in Section 2 of this Agreement shall not apply to CONFIDENTIAL INFORMATION
 - a) of which the receiving CONTRACT PARTNER was already legally aware prior to receipt of the same without being in any way obligated to observe confidentiality;
 - b) that is and becomes publicly accessible without the receiving CONTRACT PARTNER, its ASSOCIATED COMPANIES and/or its consultants being responsible for such, provided that CONFIDENTIAL INFORMATION is not deemed to be publicly accessible merely because parts thereof are or become publicly accessible;
 - c) that is disclosed or provided to the receiving CONTRACT PARTNER by a third party legally and without any obligation to maintain confidentiality, provided that the third party, upon conveying the information, is not in violation of any own obligation to maintain confidentiality as far as the receiving CONTRACT PARTNER is aware;
 - d) that has been developed by the receiving CONTRACT PARTNER, independently and without recourse to

CONFIDENTIAL INFORMATION or in accordance with the exceptions set forth in Section 3 a) - c) or e); or

e) that has been released in writing by the disclosing CONTRACT PARTNER.

(2) The CONTRACT PARTNER invoking an exception shall provide evidence that the pre-conditions for such exist.

(3) The receiving CONTRACT PARTNER may reveal CONFIDENTIAL INFORMATION belonging to the disclosing CONTRACT PARTNER insofar as the receiving CONTRACT PARTNER is obligated to do so on grounds of an official or judicial order or mandatory legal provisions, provided that the receiving CONTRACT PARTNER informs the disclosing CONTRACT PARTNER without delay in writing accordingly for the purpose of enabling the latter to exercise its rights, and that the receiving CONTRACT PARTNER takes reasonable steps to ensure that the CONFIDENTIAL INFORMATION is treated confidentially. CONFIDENTIAL INFORMATION revealed in this manner must be marked as "confidential".

Section 4 - Exclusion of rights

This Agreement does not grant any licences or other rights, irrespective of type, in particular rights to a name, or rights to patents, samples and/or brands or other industrial property rights, nor does it give rise to any obligation to grant such rights. The receiving CONTRACT PARTNER shall not be entitled to apply for any patents or other statutory property rights using the CONFIDENTIAL INFORMATION, and any patents or other statutory property rights granted must be transferred at no expense upon request to the disclosing CONTRACT PARTNER. The provision of the CONFIDENTIAL INFORMATION shall not entitle the receiving CONTRACT PARTNER to any rights of prior use.

Section 5 - Gratuitousness; disclaimer of warranty and liability

The CONFIDENTIAL INFORMATION shall be provided free of charge. Warranty or liability for the accuracy, absence of errors, freedom from third-party property rights, completeness and/or usability of the CONFIDENTIAL INFORMATION is excluded, to the extent legally permissible.

Section 6 - Term

This Agreement shall enter into force upon being signed by both CONTRACT PARTNERS. Should the parties have already entered into discussions pertaining to the CONFIDENTIAL INFORMATION prior to the conclusion of this Agreement, the obligation to maintain confidentiality shall apply from the moment CONFIDENTIAL INFORMATION was first exchanged.

This Agreement shall end two (2) years after its entry into force without the necessity for notice of termination. Before the term of contract ends, each of the CONTRACT PARTNERS may terminate this Agreement by written notification to the other CONTRACT PARTNER with a notice period of one month to the end of any given month. The obligations arising from this Agreement with regard to the CONFIDENTIAL INFORMATION received up until expiry of the term of contract shall, however, persist for each of the CONTRACT PARTNERS, even after the Agreement has ended, for five (5) years from the date on which the Agreement ends.

Section 7 - Return of information

- (1) The disclosing CONTRACT PARTNER may request in writing within ninety (90) days of the end of the Agreement that CONFIDENTIAL INFORMATION in substantive or embodied, and/or electronic form, plus all copies, be returned or destroyed at the receiving CONTRACT PARTNER's discretion. The receiving CONTRACT PARTNER shall, within ten (10) days of receiving the request, either return the CONFIDENTIAL INFORMATION, plus all copies, to the disclosing CONTRACT PARTNER or confirm the destruction of such in writing.
- (2) Section 7 (1) shall not apply to routinely created back-up copies of the electronic data traffic and where mandatory law or the company guidelines of the receiving CONTRACT PARTNER require CONFIDENTIAL INFORMATION and/or copies thereof to be kept by the receiving CONTRACT PARTNER or its consultants, provided however that this CONFIDENTIAL INFORMATION and/or copies thereof are subject to a confidentiality obligation of indefinite duration consistent with the provisions of this Agreement, insofar as such are neither returned nor destroyed.

Section 8 - Samples and similar

- (1) Samples, substances, demonstrators and other objects and materials provided by one CONTRACT PARTNER to the other may be used by the receiving CONTRACT PARTNER solely for the precise purpose specified. Where necessary, the parties shall conclude a separate written agreement in this regard.
- (2) The CONTRACT PARTNER receiving samples, substances, demonstrators and other objects and materials may not conduct a chemical analysis, or any other form of analysis, on these, particularly with regard to the composition and/or production of such, without the prior express written consent of the other contract partner. Consent may be refused without stating a reason.

Section 9 - Liability for consultants

Where a CONTRACT PARTNER has forwarded or disclosed CONFIDENTIAL INFORMATION to its consultants, this CONTRACT PARTNER shall be liable to the other CONTRACT PARTNER for any actions or omissions by its consultants that lead to the unauthorised forwarding or disclosure of this CONFIDENTIAL INFORMATION, as if the actions or omissions had actually been committed by the CONTRACT PARTNER.

Section 10 - Dispute settlement and arbitration proceedings

- (1) All disputes arising from or in connection with this contract or its validity will be finally decided in accordance with the arbitration rules of the German Institution for Arbitration e.V. (DIS) to the exclusion of ordinary legal recourse.
- (2) The arbitral tribunal consists of three arbitrators.
- (3) The place of arbitration is Frankfurt.
- (4) The language of the proceedings is German.

Section 11 - Applicable law

This Agreement shall be subject to the substantive law of the Federal Republic of Germany to the exclusion of the norms that refer to other legal systems.

Section 12 - Transferability

Neither of the CONTRACT PARTNERS may transfer this Agreement or individual rights or obligations arising from this Agreement to third parties without the written consent of the other CONTRACT PARTNER.

Section 13 - Written form and partial invalidity (severability clause)

- (1) Any alterations or amendments to this Agreement shall not be valid unless made in writing. The same shall apply for this written form clause unless the parties have, demonstrably and expressly, verbally waived adherence to the written form when making alterations and amendments. The party invoking any verbally agreed alterations and/or amendments shall provide proof that the written form has been waived. No additional verbal agreements have been made.

- (2) Should individual clauses or provisions of this Agreement be ineffective, either in whole or in part, or be invalid as a result of a change in legislation or due to supreme court decisions, or should the Agreement contain any loopholes, the remaining provisions of the Agreement shall continue to apply. In this case, the contract partners shall, taking into consideration the principle of good faith, be obligated to interpret and apply the ineffective provision in a way that corresponds as closely as possible to the intent and purpose of the ineffective provision in a legally admissible manner. In the case of a loophole, it is agreed that a provision, consistent with what would have been agreed in accordance with the intent and purpose of this Agreement had the contract partners recognised the necessity for regulatory action at the time of concluding the Agreement, shall apply. The statutory provisions shall apply otherwise.

, [date] _____

Frankenthal, [date] _____

First and last name

First and last name

Title/function

Title/function
CMC Klebetechnik GmbH