



NON-DISCLOSURE AGREEMENT

between

G. RAU GmbH & Co. KG, Kaiser-Friedrich-Straße 7, 75172 Pforzheim, Germany

and

.....

The parties intend to cooperate in
..... (*project name*). For this purpose the Parties to the Agreement shall permit joint access to information of a highly confidential nature.

WHEREUPON the parties agree the following:

1. Each party acknowledges that all rights to all information to which the other party allows access remain with the party communicating the said information.
2. The parties shall treat all information disclosed to them in the course of their discussions in the strictest confidence and make it available in-house only to such employees for whom knowledge thereof is necessary for fulfilment of the aims and shall not make it available to third parties either wholly or in part without the express written permission of the other party. The parties shall use the information to which they are given access by the other party exclusively for the agreed purpose and shall not make use of the said information for their own purpose or that of others. This applies equally to problem solutions devised by one party alone or by both parties acting in concert.
3. In addition the aforementioned content of discussions is similarly subject to the said duty of confidentiality including the fact that there is cooperation between the parties.
4. The aforementioned duty of confidentiality does not apply in respect of information, content of discussions and facts which demonstrably
 - were in the public domain at the point in time of communication to the receiving party or were in the public domain thereafter and involving no infringement of the above undertaking or
 - were already known to the receiving party prior to disclosure by the other party or
 - had been lawfully communicated to the receiving party by third parties or
 - had been acquired by the receiving party independently of the information communicated by the other party.

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5. Documentation provided by the parties in the course of discussions including any minutes of conversations or other notes or materials shall be held in safekeeping at a place inaccessible to unauthorised persons and must be returned at the behest of the party providing them including all copies and that irrespective of whether the documentation or information is regarded as in the public domain or not.

6. This present Confidentiality Agreement shall come into force immediately it has been signed by both parties and shall continue in force even after the end of the business relationship for a period of 5 years.

7.
 - (1) No verbal subsidiary agreements have been made. Amendments and supplements must be in writing in order to take effect. The same applies to waiver of the written form provision.
 - (2) This present Confidentiality Agreement is subject to the laws of Germany.
 - (3) Legal venue for all disputes arising from or in connection with this Agreement is agreed as Karlsruhe Regional Court.
 - (4) Should individual provisions of this Agreement or provisions included therein in future be legally invalid or unfeasible either wholly or in part or subsequently lose their legal validity or feasibility the validity of the remaining provision shall remain thereby unaffected. The invalid or unfeasible provision shall be replaced with retrospective effect by such valid provision as nearest approaches the commercial intent of the parties. The same applies if it should transpire that the Agreement contains any loophole provision.

Pforzheim, on the , on the

G. RAU GmbH & Co. KG

by by
Dr. Axel Pfrommer
-President & CEO- -