

Non-Disclosure Agreement

between

1. Company: Melchers Techimport GmbH, Schlachte 39/40 in 28195 Bremen

hereinafter referred to as **MIG**

and

2. Company: _____

hereinafter referred to as the Contracting Partner

Preamble

The contracting parties maintain business relations with regard to the development, production or delivery of goods. The scope of the goods and/or articles as well as the project being affected hereof is determined - subject to subsequent written supplements or restrictions - as follows (Article description/ project):

Applies to all articles and projects from signing/since business relationship started.

hereinafter referred to as the „Project“.

For this Project MIG and/or the Contracting Partner (delete as appropriate) will disclose to the other contracting party information like documentations, drawings, (sub-) suppliers or other appropriate papers within the supply chain and information. Especially in order to avoid abuse, it should be secured that no third party may gain access to the concrete information.

I. Definitions

1. „Confidential information“ in the sense of this agreement shall be all information in the meaning of the concrete Project which will be forwarded after the contract has been concluded to the receiving contracting partner and which refer to the Project.

2. Information shall be deemed as not confidential, in case

- a) it was already known publicly at the time when being delivered or it will become known publicly after having been delivered but without constituting a breach of contract,
- b) the receiving contracting party was already in possession of that information,
- c) a third party leaves the information legally to a contracting party without demanding a non-disclosure commitment,

d) the receiving contracting party proves the other party within one week after having received the confidential information, that that information was already known to them beforehand

II. Obligations

1. Confidential information may only be used by the receiving contracting party for the purpose of the Project.
2. The receiving contracting party shall treat the confidential information accordingly confidential, in particular
 - a) not disclose confidential information to third parties without the written consent of the other contracting party and also not distribute or publish that information with the following restrictions; provided this is necessary for the project including necessary market inquiries and the disclosing party is entitled to do so (in particular as author of the document or because allowed by a legal authorization), then MIG may forward the documentation it received from the disclosing party in form of copies (including technical drawings) to third parties. Instead of the previously mentioned documentation – and as far as appropriate - only those text and figures of the documentation shall be used which are necessary for the project (e.g. technical drawing data). References to the author of the document which includes the text and figures towards the respective third party may be neglected if it is ensured that MIG does not present itself or a third party as author of these information and provided the information do not allow an identification of the author. The burden of proof and going forward for the agreed use of the received documentation in the sense of this subclause a) shall rest with MIG. Third parties must be obligated in due time and in writing to maintain secrecy, on the proviso that they may not make available all documents received (including electronic documentation) to other persons and that they must return such documents to the respective contracting party on first request. Copies reproduced by third parties (including electronically created copies) have at the same time to be destroyed and/or deleted.
 - b) the confidential information shall only be left to those of its in-house employees who have to know them for the purpose of the Project.
3. The receiving contracting party shall not use any of the received information in their own business interests and or against the opposing contracting partner including documentations, drawings, contacting (sub-) suppliers or customers.
4. The receiving contracting party shall properly oblige its in-house employees, who have access to the confidential information, that they have to keep the confidential information made accessible to them always secret and this also after termination of the employment relationship.

III. Production of copies / return

1. The contracting party who received the confidential information, may produce copies or reproductions of the information only to the extent being reasonably necessary for the Project.
2. The receiving contracting party may be requested within a reasonable term, but at the latest 2 weeks after having received the confidential information, to return the received information together with all copies made thereof and to confirm that no further respective papers are in their possession.
3. For electronically memorized confidential information, inclusive respective email-data, clause 2 shall apply accordingly. The receiving contracting party then has to clear the confidential information without delay.

IV. Compensation for damages

1. The receiving contracting party shall reimburse the exposing contracting party all damages and costs incurred by the last one due to a non-contractual utilization of confidential information through the receiving party or through one of its employees.
2. The receiving contracting party shall release the exposing party from all claims or costs (including law charges and reasonable attorney's fees) which result from a breach of this agreement. This commitment also covers a possible breach of the non-disclosure agreement by employees of the receiving contracting party.
3. The receiving contracting party undertakes to pay to the exposing party for each violation of an obligation assumed with this contract - excluding the continuation of offence - a penalty amounting to 50,000.00 EUR. The exposing contracting party however shall be entitled to request the adherence to the obligations and/or the compensation of a damage exceeding the contracted penalty.

V. Miscellaneous

1. Should any provision of this agreement be or become ineffective then this shall not affect the validity of the remaining provisions. Instead of the void provision an effective provision is deemed to be agreed upon which comes economically closest to the originally agreed but void provision.
2. The exposing contracting party remains unrestrictedly entitled to dispose of the information given and especially to file trademark rights. The receiving contracting party is not entitled to utilize confidential information for property right applications or in another manner exceeding the purpose of the Project.
3. The contracting parties engage not to have any discussions about a similar project with third parties during the duration of this Contract without the written approval of the other party unless this is mandatory for the execution of the project objective. In this case the other contracting party has to be informed in advance and in due time. As far as this is necessary for the objective project, MIG is allowed to make available confidential information also to associated companies according to the provisions of this agreement.
4. This agreement is first concluded for a period of 10 years and shall be prolonged then each time by further 12 months unless one of the contracting parties terminates the agreement in writing with a notice period of three months. The secrecy obligation being imposed on the receiving contracting

party shall remain valid also after termination of the Contract, as long as the confidential information has not become apparent, for which the onus to proof lies with the receiving contracting party.

5. For this contract only the law of the Federal Republic of Germany shall apply. Jurisdiction shall be Bremen. Furthermore, MIG is also entitled to sue the contractual partner at his court of jurisdiction or may decide to exclude the jurisdiction of national courts and settle all disputes arising from this Non-Disclosure Agreement by an arbitrary court and appointed arbitrators in Zurich, Switzerland.

6. Modifications, supplements or cancellations of this agreement including this written form clause have to be made in writing. In case of discrepancies between the German and English versions, the German version of this Agreement shall prevail.

Legally binding signatures:

MIG

Date:

Representative (Name, company position):

Signature (Company Chop):

Contracting Partner

Date:

Representative (Name, company position):

Signature (Company Chop):