

NON DISCLOSURE AGREEMENT NDA



Effective Date:

In order to protect certain confidential information, DOSCH&AMAND Research GmbH & Co. KG ("D&A") and the "Participant" identified below, agree that:

1. Disclosing Party: The party disclosing confidential information ("Discloser") are:
D&A
Participant

2. Primary Representative: Each party's representative for coordinating disclosure or receipt of confidential information is:
D&A:
Participant:

3. Description of Confidential Information: The confidential information disclosed under this Agreement is described as:
D&A:
Participant:

4. Use of Confidential Information: The party receiving confidential information ("Recipient") shall make use of the information only for the following purpose:
D&A:
Participant:

5. Confidentiality Period: This Agreement and Recipient's duty to hold confidential information in confidence expire on:
2 years after the Effective Date of this Agreement

6. Disclosure Period: This Agreement pertains to confidential information that is disclosed between the Effective Date and
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7. Standard of Care: Recipient shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized use, dissemination, or publication of the confidential information as Recipient uses to protect its own confidential information of a like nature.

8. Marking: Recipient's obligations shall only extend to confidential information that is described in paragraph 3, and that (a) comprises specific materials individually listed in paragraph 3; or (b) is marked as confidential at the time of disclosure; or (c) is unmarked (e.g. orally

Munich,
DOSCH & AMAND Research GmbH & Co. KG
Neumarkterstr.18 * D-81673 Munich,* Germany

Name and title:

disclosed) but treated as confidential at the time of disclosure, and is designated as confidential in a written memorandum sent to Recipient's primary representative within thirty days of disclosure, summarizing the confidential information sufficiently for identification.

9. Exclusions: This Agreement imposes no obligation upon Recipient with respect to information that (a) was in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; (d) is disclosed by Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by Recipient; (f) is disclosed under operation of law; or (g) is disclosed by Recipient with Discloser's prior written approval.

10. Warranty: Each Discloser warrants that it has the right to make the disclosures under this Agreement. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENTS IS PROVIDED "AS IS".

11. Rights: Neither party acquires any intellectual property rights under this Agreement except the limited rights necessary to carry out the purposes set forth in paragraph 4. This Agreement shall not restrict reassignment of Recipient's employees. Written data delivered by Discloser to Recipient shall remain the property of Discloser, and at the end of the Confidentiality Period, shall be returned to the Discloser upon written request, or destroyed at the Discloser's option.

MISCELLANEOUS:

12. This Agreement imposes no obligation on either party to purchase, sell, license, transfer or otherwise dispose of any technology, services or products.

13. Both parties shall adhere to all applicable laws, regulations and rules relating to the export of technical data to any proscribed country listed in such applicable laws, regulations and rules unless properly authorized. The obligations under this paragraph 13 shall survive any termination or expiration of this Agreement.

14. This Agreement does not create any agency or partnership relationship.

15. All additions or modifications to this Agreement must be made in writing and must be signed by both parties.

16. This Agreement is made under, and shall be construed according to, the laws of Germany.

PARTICIPANT
Company Name:
Company Adress:

Name and title: