

## NON DISCLOSURE AGREEMENT

between

ADMEDES Schuessler GmbH, Rastatter Str. 15, 75179 Pforzheim

and

Preamble:

The contractual parties intend to lead discussions on \_\_\_\_\_ /  
conduct common developments of \_\_\_\_\_ / a co-operation  
concerning \_\_\_\_\_ in whose course information (as herein-  
after defined) with a mutual need of secrecy might be exchanged.

For the purpose of absolute secrecy of this information the contractual parties agree  
as follows:

1. The contractual parties place into the scope of applicability of this Agreement data, ideas, concepts, know-how or other information of whatever kind (in particular technical, commercial or financial kind) or form (in particular written, electronic, oral or visual - e.g. by providing objects for the purpose of disclosure - form), irrespective whether marked as confidential or not, hereinafter Confidential Information.

The contractual parties agree to hold any Confidential Information whenever received by the other party in strict confidence and to treat such information with the same diligence it applies on its own trade or business secrets and in particular not to in any way disclose such information to third parties (including subcontractors) without the prior written consent of the Disclosing Party. They will take all appropriate precautions to prevent arbitrary disclosures to such third parties.

The Receiving Party warrants that the diligence taken in safeguarding the Confidential Information provides adequate protection against unauthorised disclosure, copying or use.

They further agree not to use Confidential Information without the prior written consent of the Disclosing Party for any other purpose than the purpose named in the preamble (or any other purpose which the parties might determine in writing in the future), in particular not to commercially exploit Confidential Information (without stipulating an appropriate compensation), and to disclose Confidential Information to their employees and consultants only to the extent necessary for such purpose. The contractual parties guarantee that their employees, consultants as well as any other third parties which have received the Confidential Information from them abide by this Agreement.

2. The obligations set forth in fig. 1 do not apply,
  - as soon as the respective information has without breach of the Receiving Party against this Agreement reached the public domain (e.g. also by placing on the market products of the Disclosing Party from which the Confidential Information can be gained by third parties in the normal use of such products, i.e. in particular not by deliberate „re-engineering“), it being understood that Information is not deemed to be in the public domain merely because it is embraced by general information that may be in the public domain.
  - to the extent the respective information has been independently developed by the Receiving Party prior to disclosure or by their employees without knowledge of the disclosed Confidential Information,
  - to the extent the Receiving Party has received the respective information from third parties, unless the Receiving Party when committing a possible breach against the obligations set forth in fig. 1 knew that such third party has received the information directly or indirectly from the Disclosing Party by a breach of a duty of confidentiality existing in relation to the Disclosing Party or that such third party while disclosing it has itself breached a duty of confidentiality it was subject in relation to the Disclosing Party,
  - if the Receiving Party is forced to disclose the respective information by law, in particular due to a lawfully issued court or administrative order, and if the Receiving Party has informed the Disclosing Party so in good time before disclosure and has furnished it the opportunity to jointly proceed

against it, if the party relying on them can appropriately evidence such circumstances. The invoking party shall bear the burden of proof.

To the extent possible, the Receiving Party is obliged to inform the Disclosing Party in good time, at least 15 days in advance, that it intends a disclosure towards third parties or the public on grounds of one of the aforementioned exceptions.

Specific information is not encompassed by one of the aforementioned exceptions only because it is part of general knowledge and experience which as such are encompassed by one of the aforementioned exceptions. Likewise, a combination of singular information is not encompassed by one of the aforementioned exceptions only because one or more singular information of this combination are encompassed as such by the aforementioned exceptions, but only if this combination itself is encompassed by one of the aforementioned exceptions.

3. On demand - possible at any time - by the Disclosing Party the Receiving Party is obliged to forthwithly return Confidential Information which it received or recorded in written or other tangible form together with any copies of whatever form or storage or - to the extent this might not be expectable - to destroy the pertinent objects carrying the information (with the sole exception of a documentation reduced to the minimum necessary for proving compliance with the obligations of this Agreement, and for this purpose only). If required the Receiving Party has to give written assurance of this.
4. By this Agreement and the exchange of information pursuant to it intellectual property or other rights to the Confidential Information will neither in any way be constituted nor impaired. The disclosed information in particular remains in the exclusive property of the Disclosing Party. The disclosure does not constitute a bar to novelty.
5. For any individual case of breach of the secrecy and disuse duty, concerning Confidential Information – excluding the plea of continuation- the Receiving Party undertakes the obligation of paying a contractual penalty at the amount of € 25.000,00 to the Disclosing Party. This shall not affect the right of enforcement of further claims of damages of the Disclosing Party, as well as the Disclosing Party'S right to demand the fulfillment of this agreement.

6. This present Agreement and all legal relationships ensuing from it shall be construed in accordance with and governed for all purposes by the laws of Switzerland without regard to CISG and Swiss conflict of laws rules.

Any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules.

The number of arbitrators shall be one. The seat of the arbitration shall be Zurich. The arbitral proceedings shall be conducted in the English language.

7. The obligations of this Agreement are not assignable.

Modifications and amendments to this Agreement must be in writing to be valid.

Should a provision of this Agreement be or become void or unenforceable the rest of this Agreement shall remain in force. In this case the invalid or unenforceable provision shall be replaced by a valid and enforceable provision which serves the economic intention of the respective provision best. This also applies in case the Agreement proves to be incomplete.

Pforzheim, on the \_\_\_\_\_, \_\_\_\_\_, on the \_\_\_\_\_

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ADMEDES Schuessler GmbH  
Dr. Andreas Schußler  
-President & CEO