

CONFIDENTIALITY AGREEMENT

by and between

INTRO
Karl-Grillenberger-Straße 3
90402 Nuremberg
Germany

(hereinafter "INTRO")

and

.....
(Company / Name)

.....
(Adresse)

.....
(PLZ, Ort)

.....
(Land)

(hereinafter "YYY")

(each referred to as the "Party" and collectively as the "Parties".)

WITNESSETH:

WHEREAS, the parties are in the process of discussions with respect to possible acquisition of shares of the

.....
(hereinafter the "Business Transaction").

WHEREAS, in the course of such discussions, each party may disclose confidential information (as defined below) to the other party; and

WHEREAS, the parties seek to safeguard and protect their respective confidential information.

NOW, THEREFORE, in consideration of the premises and mutual promises set forth herein, the parties hereto agree as follows:

1. Definitions

1.1 "Confidential Information" means written, documentary, oral or visual information of the disclosing party or its subsidiaries or affiliates to the other, including but not limited to (i) the discussed terms and conditions of the possible business transaction between the parties, and (ii) information about the business, planning, marketing, intelligence, concepts, fixed assets, technical information, customer information, strategies, agreements

or other proprietary or confidential material which the disclosing party may, at its sole discretion, disclose to the receiving party, and (iii) models, tools, software, and (iv) any documents, reports, memoranda, notes, files or analyses prepared by or on behalf of the receiving party that contain, summarize or are based upon any confidential information.

“Disclosing Party” means: with respect to all confidential information disclosed by XXX and its subsidiaries including its directors, officers, employees, consultants, legal or tax advisors, subcontractors, shareholders and other authorized third party;

“Receiving Party” means: each party, its directors, officers, employees, consultants, legal or tax advisors, subcontractors, shareholders and any other authorized third party, with respect to all confidential information disclosed by the other Party hereunder;

1.2 Notwithstanding the foregoing, the Confidential Information shall not include information which:

- (a) is now or hereafter becomes, through no fault or negligence of the receiving party, in the public domain;
- (b) was lawfully obtained by the receiving party from a third party who has breached no obligation to the disclosing party or any other party with respect thereto;
- (c) was already known to the receiving party prior to disclosure of the confidential information as shown by its written records in existence at the time of disclosure;
- (d) was independently developed by the receiving party without making use of any Confidential Information nor other information that the disclosing party disclosed in confidence to any third party; or
- (e) subject to compliance with section 2.2, is required to be disclosed pursuant to the order of any court or governmental agency.

2. Nondisclosure obligations

2.1 In consideration of the disclosing party’s disclosure of confidential information to the receiving party, the receiving party agrees that it shall:

- (a) not reveal the said confidential information to any third party without the disclosing party’s prior written consent and that the third party signs a confidentiality agreement except for those permitted under article 2.1 (d)
- (b) not use any confidential information except for the purpose of evaluating the possibility of entering into the business transaction;
- (c) protect all confidential information, whether in storage or in use, with the same degree of care as the receiving party uses to protect its own confidential information against public disclosure, but in no case with less than reasonable care;
- (d) be entitled to disclose the confidential information only to such officers, employees, consultants, legal or tax advisors, subsidiaries, affiliates and the parent company of the receiving party who need to know such confidential information for the purposes of evaluation, who have been informed of the confidential nature of such confidential information and who, the receiving party shall procure, shall abide by this agreement; and

(e) promptly notify the disclosing party of any actual or suspected misuse or unauthorized disclosure of the disclosing party's confidential information.

2.2 If any receiving party is required to disclose the confidential information pursuant to the order of any court or governmental agency, the receiving party shall first notify the disclosing party of any such order. The receiving party shall only furnish the portion of the confidential information that it is required to disclose and shall exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded with respect to the confidential information disclosed.

3. Term

3.1 This agreement remains effective for a period of two (2) years from the date hereof.

3.2 The obligations of confidentiality under article 2 shall survive for a period of one (1) year after any termination or expiration of this agreement.

4. General provisions

4.1 This agreement supersedes and replaces any and all prior contracts or agreements, written or oral between the parties relating to the confidential information covered by this agreement.

4.2 This agreement shall be amended only in writing. The same shall apply to any waiver with regard to the provisions of this agreement. The foregoing shall apply to any waiver or amendment of this written form requirement.

4.3 Neither party shall transfer or assign its rights or obligations under this agreement in whole or in part without the prior written consent of the other party.

4.5 In the event any provision of this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this agreement shall remain in full force and effect to the maximum extent possible. In such case the invalid, illegal or unenforceable provision shall be replaced by a valid, legal or enforceable provision which is as close as possible to what the parties had or would have had in mind with regard to the purpose of the provision. The same shall apply to any omission in this agreement.

4.6 This agreement shall be governed by the laws of Germany. Place of jurisdiction shall be Nuremberg.

Nuremberg, den , den

Signature „INTRO“

Signature „YYY“